The Solicitors' Journal.

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CURRENT TOPICS.

ON MONDAY NEXT Sir JAMES HANNEN will sit with the Court of Appeal, during the temporary absence of Sir JOHN HOLKER.

ON THURSDAY LAST there was not a single bankruptcy appeal for hearing before the Court of Appeal—a circumstance which has not occurred for many years.

MR. CHARLES CARRINGTON has been appointed a Registrar of the Chancery Division, to fill the vacancy caused by the retirement of Mr. R. H. LEACH. Mr. CARRINGTON was sworn in before the Lord Chancellor on Wednesday last.

THE COURT OF APPEAL at Lincoln's-inn is keeping its work well under, and practitioners must not be surprised if they find shortly a mixed paper of common law and chancery appeals for hearing at Lincoln's-inn.

IT WILL BE seen from the report, which we print elsewhere, of the deputation to the Lord Advocate on the subject of citing Scotchmen to appear before the English courts, that the Scottish law officer has lent his sanction to the proposed "representation" to the Lord Chancellor for an alteration of the Rules of Court, and, we suppose, the restoration of the exception formerly existing under section 18 of the Common Law Procedure Act, 1852, of Scotland from places in which a writ can be served out of the jurisdiction of the English courts. It may be regarded as almost certain that, unless action is taken on behalf of the profession in England, this change will be made.

SOME INCONVENIENCE having been caused to solicitors and their clerks attending appointments to tax costs, and in other matters, in the Queen's Bench Division at the Royal Courts of Justice, by reason of some of the masters' rooms being both on the first and second floors, as also a solicitors' waiting room on each floor; to avoid misunderstanding for the future, the following notice has been posted in various parts of the building, and also distributed among the practitioners:—"The Solicitors' Room (No. 188) at the Royal Courts of Justice is appropriated for parties to meet on taxations, and appointments on references and matters before masters (Queen's Bench Division) other than business in chambers. The Solicitors' Room (No. 105) is for use in matters before judges and masters in chambers (Queen's Bench Division)."

IT APPEARS that we were "inexact" in implying last week that the draft order under the Solicitors' Remuneration Act which has been in circulation among members of the council and certain officers of the courts, was the *final* draft order which is required to be sent to the council by the committee empowered under the Act to frame the order. The draft order is that which was originally prepared by the council themselves, and which has been amended since the last meeting with the Associated Provincial Law Societies. It will be seen that all this only strengthens the remarks we made last week on the desirability of the London members of the Incorporated Law Society being taken into counsel. The council of the society have undertaken, after asking suggestions from the provincial law societies, to frame an order by which they will be bound as representing the remuneration which ought to be given to solicitors. Why should the London solicitors be kept out in the cold while matters vitally affecting their interests are being practically determined?

THE ANNOUNCEMENT that GUITEAU's counsel has "filed a bill of exceptions with a motion for a new trial" points to an interesting diversity between American criminal procedure and our own. The doctrine as to applications for new trials applies both to the civil and criminal departments of American law, although the practice varies in different States. In some a new trial will be granted in a criminal case, resulting in conviction, whenever evidence has been rejected which has a direct bearing on the innocence of the prisoner, or wherever the verdict appears not to have been warranted by the evidence (see 1 Bishop's Criminal Procedure, s. 847); on the principle (as one of the judges explained) "of the high regard in which the law holds life and liberty; declaring, as it does, that, in every instance where either the one or the other is sought to be assailed by a criminal prosecution, the guilt of the person charged shall be established beyond reasonable doubt." In this country, on the other hand, it has been settled (after some doubt as to cases of misdemeanor) that a bill of exceptions cannot be tendered in a criminal case (see *R.* v. *Esdaile*, 1 F. & F. 213, 228); and it is also established that, although in cases of conviction for misdemeanor a new trial may be granted at the instance of the defendant, there can be no new trial in cases of felony. It is true that in *R.* v. *Scaife* (17 Q. B. 238) a new trial was granted in a case of felony removed by *certiorari*, but in *R.* v. *Bertrand* (10 Cox. C. C. 618), the Judicial Committee of the Privy Council expressed their opinion that this decision was not in accordance with law; Mr. Justice COLERIDGE, however, saying that, "their lordships desired to be understood as expressing no opinion that the introduction of new trials in felony would or would not be expedient."

SIR HARDINGE GIFFARD devoted his address to the Birmingham Law Students' Society to enforcing a matter which is just now coming into considerable prominence. He said that the influence of the legal profession in the State is not what it should be, because there is no authoritative exposition of the combined opinion of the profession. The Attorney-General is the official exponent of the views of the bar, but he has other duties which necessarily interfere with free action on behalf of his branch of the profession. The solicitors, Sir H. GIFFARD thought, had "no authoritative exposition" of their opinion. In this, of course, he was singularly misinformed, but his remark that "there is no union between the two branches of the profession which enables them to learn each other's common opinion upon proposed changes or alterations of the law" was perfectly correct, and his conclusion that there ought to be an association representative of all the members of the profession, something in the nature of the great institutions which recognize as peculiarly belonging to them the common interests of the profession, is well worthy of careful attention. To attain such a result the first step is the formation of a really representative Bar Association, such as Mr. WOLSTENHOLME has recently suggested. When that had been formed it would be easy to create a federal association, composed of representatives from this association, from the Incorporated Law Society, and the Associated Provincial Law Societies, the function of which should be to watch over the common interests of the profession and the progress of legislation. There seems to be no reason why there should not be such an association, some of the objects of which

would be well expressed in the language of article 1 of the American Bar Association:—"To advance the science of jurisprudence, promote the administration of justice and uniformity of legislation, and uphold the honour of the profession of the law."

A CURIOUS DEFENCE was raised in a prosecution for perjury, at the Manchester Assizes on Saturday last, before Mr. Justice CHITTY. It was alleged that the prisoner, at the time of giving evidence, was under the influence of drink, and incapable of judging clearly the effect of what he said. He had heard several statements that he believed to be untrue, and got into the box and denied them wholesale. It was argued that the prisoner, being in the condition described, was not responsible for what he was saying, and had not committed "wilful" and "corrupt" perjury. The learned judge directed the jury "that drunkenness was no excuse in a case of this kind, unless the condition of a man in regard to drunkenness when he was giving evidence in an open court might have some bearing upon the point whether what he said was said deliberately and intentionally. It would be a most dangerous thing to allow a man to get off in a case of this kind on the ground of drunkenness, but if the jury was satisfied that the prisoner was in such a state of mind at the time in question that substantially he was not intending to deceive, they might take a merciful view of the case." The jury found the prisoner guilty, and sentence was deferred. There is no doubt that, as PATTESON, J., said in *R.* v. *Cruse* (7 C. & P. 541), "although drunkenness is no excuse for any crime, yet it is often of very great importance in cases where it is a question of intention." And in *R.* v. *Thomas* (7 C. & P. 817), PARKE, B., in summing up to the jury, said that "where the question is whether words have been uttered with a deliberate purpose, or are merely low and idle expressions, the drunkenness of the person uttering them is proper to be considered." This comes very close to the recent case, and the direction given to the jury by Mr. Justice CHITTY corresponds with article 29 of Mr. Justice STEPHEN'S Digest of Criminal Law, where it is laid down that "if the existence of a specific intention is essential to the commission of a crime, the fact that an offender was drunk when he did the act which, if coupled with that intention, would constitute such crime, should be taken into account by the jury in deciding whether he had that intention."

WE HAVE WAITED with some curiosity to see whether the "great first cause" before the Manchester Tribunal of Arbitration would have any successor. It is now more than three months since the fact that one case was before the court was first proclaimed by the President, and two months ago we were informed that all questions as to organization (including that of luncheon) had been arranged. It would seem from the report of the Committee of the Chamber of Commerce, presented to the annual meeting on Monday last, that no new case has yet been found. "One important case, which had been before the law courts," the committee say, "has already been decided by the tribunal, and both the disputants have expressed their satisfaction with the verdict." It would really be interesting to learn, for the information of the judges whose decisions usually please only one side to a dispute, by what means the arbitrators managed to satisfy both sides. And yet, on consideration, we think we need hardly ask for this information. The course to be taken is obvious. Rules of Court providing for luncheons free of expense; for decisions by disengaged merchants after luncheon, and for solemn declarations by both sides (also after luncheon) of their complete satisfaction with the whole proceedings, will usher in the millennium of justice. Full of these anticipations, we cannot but read with surprise the desponding remark of the President, that "if they did not succeed in forming a complete court—a court efficient in all that related to judicial procedure—they would at least succeed in stimulating law reformers to amend our legal system, which was considered by many eminent lawyers to be a standing disgrace to the civilization of the country." This is a sad falling off from the pretensions first put forward.

THERE WILL BE FOUND elsewhere a report of a decision of the Court of Appeal (*The Union Bank of London* v. *Ingram*) upon section 25 of the Conveyancing Act. A second mortgagee having brought a foreclosure action and redeemed the first mortgagee, obtained the usual foreclosure judgment in May, 1879. He presented a petition, which came on for hearing before Mr. Justice KAY, upon the 14th of last January, asking that the property might be sold out of court, that the moneys due to the mortgagee might be retained, and the surplus paid into court. A disagreement of judicial opinion has arisen upon the point; for Mr. Justice KAY having refused to make the order as prayed, it was made by the Court of Appeal. This disagreement arose out of a conflict of opinion upon the interpretation of section 48 of the Chancery Amendment Act, upon which section 25 of the Conveyancing Act is to a considerable extent modelled. The late Lord Justice TURNER, when Vice-Chancellor, thought (*Girdlestone* v. *Lavender*, 9 Hare, 53) that there was no jurisdiction to make an order for sale after the foreclosure decree had been pronounced; and in *Laslett* v. *Cliffe* (2 Sm. & G. 278) Vice-Chancellor STUART was of the contrary opinion. It may now be regarded as settled that an order for sale may be made under section 25 at any time after foreclosure judgment until the foreclosure is made absolute. Though we do not greatly blame the Act for having failed to anticipate this question, we must remark that by the omission it has lost an opportunity of doing itself credit. It is these things which distinguish far-sighted from ill-considered legislation. Lord Justice BRETT seems to have thought that the omission from section 25 of the Conveyancing Act of the words, "instead of foreclosure," which occur in section 48 of the Chancery Amendment Act, might make all the difference to the court's jurisdiction. We cannot, without some misgiving, contemplate the application of such subtlety to the Act. This kind of interpretation is too trying for any but the finest constitutions to endure with impunity.

A CASE before Mr. Justice FRY, on the 27th ult., may afford a useful lesson to the incautious practitioner. A writ in an action for specific performance by a vendor against a purchaser, contrary to the order which provides that no cause or matter shall be marked for Mr. Justice KAY, was marked for that learned judge. On discovering the error, the plaintiff, without amending the marking of his writ, marked his statement of claim for Mr. Justice FRY; the defendant did not appear, and the cause came on, on notice for judgment in default of pleading. On the facts being stated to Mr. Justice FRY, he pointed out that the defendant was entitled to disregard a writ so marked, and he held that the plaintiff must commence his action *de novo*.

The *Daily News* is informed that a committee, on which the Board of Trade, the War Office, and the Admiralty are represented, is sitting at the Board of Trade to examine into the practicability and the expediency of the projected Channel Tunnel.

A £25 Bank of England note, says the London correspondent of the *Manchester Guardian*, has just found its way back to its original source in a manner which indicates the efficient management both of the bank and of the Post-office. It was lost as far back as 1829, having been enclosed in a letter. The postal authorities made the usual investigations, but as nothing was heard of it the bank authorities, after some years, made good the loss to the Post-office in the belief that the note must have found its way back, but through some carelessness the fact had been overlooked. It was, however, found in circulation only the other day. It has been traced to a woman in humble circumstances, who found it accidentally among the papers of her grandfather, who acted as guard to one of the old mail coaches.

In a case of *Meyrick* v. *James*, before Mr. Justice Kay on Saturday last, it appeared that the suit was instituted many years ago for the administration of an estate, and a decree was made in 1875 directing certain inquiries. The parties were now desirous that the proceedings should be put an end to. A sum of £700 was at present in court, but after payment of costs there would be nothing remaining for distribution. Mr. Justice Kay said he considered it a shocking scandal that the whole of this sum of £700 should have been swamped in costs, although there had been only one debt of about £80 to satisfy. He should require the costs to be taxed. Mr. Hadley said the parties were not desirous of having the costs taxed. His lordship said he should desire to have the costs very carefully taxed, and he should give the parties interested liberty to apply to the court. His intention was that the court should keep its hand over the fund until it should appear what the costs were; and any further application must be made in court.

TRADE CUSTOMS AND THE "ORDER AND DISPOSITION" CLAUSE.

We have had our columns so fully occupied of late with matters of more pressing interest, that we have not hitherto found time to notice the important decision of the Court of Appeal in the case of *Crawcour* v. *Salter* (25 Solicitors' Journal, p. 525, L. R. 18 Ch. D. 30). But we cannot let it pass wholly without remark, especially as it establishes a principle which perhaps requires some explanation to make it clear. The facts of the case are complex, and involve several issues with which we do not need to concern ourselves. The point to which we would direct the reader's attention is its bearing upon the "order and disposition" clause (section 15, sub-section 5) of the Bankruptcy Act.

The following brief sketch of a part of the facts will suffice for our purpose. In 1877 the defendant took a hotel upon lease, and contracted with the plaintiff, who was a furniture dealer, to furnish it. The arrangement between the parties was reduced to writing in the shape of an agreement for the hiring of the furniture at a monthly rent by the defendant, to whom the property in the furniture was to pass after punctual payment of the rent for a certain number of months. In case of any non-payment, or breach of any of the conditions introduced for the safety of the plaintiff, the latter might enter and remove the furniture. There were afterwards sundry dealings with the lease of the hotel by way of mortgage, some of which included, or attempted to include, the furniture; but the view taken by the court prevented these matters from interfering with the narrower and more important question to which we desire to direct the reader's attention—viz., whether, an act of bankruptcy having been committed by the lessee of the hotel, under which he was adjudicated bankrupt while the furniture was on the premises, the property in the furniture passed to the trustee in bankruptcy under the "order and disposition" clause. The late Vice-Chancellor Malins and the Court of Appeal agreed in answering this question in the negative, without expressing in very precise terms the abstract grounds of their decision. These grounds are often expressed by the saying (which we take from the marginal note in *Ex parte Powell*, L. R. 1 Ch. D. 501) that "a custom of holding certain goods on hire" will "take the goods out of the order and disposition of the bankrupt."

This point cannot, strictly speaking, be said to have have been decided in *Ex parte Crawcour* (L. R. 9 Ch. D. 419). There the facts were very similar; with the exception (to which it will presently appear that we attach great importance) that the lessee or hirer of the furniture, though a trader, does not appear to have kept anything like a hotel or inn. But the question of "order and disposition" did not definitely arise, and the Master of the Rolls in his judgment (at p. 423) seems to have guarded against deciding it. The registrar of the Bankruptcy Court had adjudged the furniture to the trustee in bankruptcy, *not* upon the ground of "order and disposition," but upon the ground that the agreement for hiring the furniture, which was in precisely the same terms in this case as in *Crawcour* v. *Salter*, was a bill of sale; and that this, not having been registered, was void as against the trustee. This judgment was reversed by the Court of Appeal, solely upon the ground that such an agreement is not a bill of sale within the Act; the Master of the Rolls remarking that *whether the registrar's judgment could be supported on other grounds* would be a matter for discussion at a future time. It is a plausible suggestion, that these "other grounds" were the "order and disposition" clause. But at all events, we feel justified in asserting that in *Ex parte Crawcour* nothing was decided except that a hiring agreement of this particular kind is not a bill of sale within the Bills of Sale Act.

As the judges would seem, according to the report, to have abstained from deciding in *Ex parte Crawcour*, that "a custom of holding certain goods on hire" will "take the goods out of the order and disposition of a bankrupt," they cannot be said there to have decided that point. But we cannot help observing, (1) that if, as the registrar thought, the agreement was void for want of registration, this fact would not, without the help of the "order and disposition" clause, give the goods to the trustee in bankruptcy; and (2) that if, as the Court of Appeal thought, the agreement needed no registration, the goods would nevertheless have passed to the trustee, unless the existence of a trade custom to hire goods will suffice to take the goods out of the "order and disposition" clause. Therefore, as the Court of Appeal evidently took it for granted that, if the agreement had needed to be registered, the goods would have gone to the trustee, we are forced to conclude, by virtue of proposition (1), that they thought the case within the "order and disposition" clause. But if the late Vice-Chancellor Malins was right in regarding the decision as equivalent to a decision that, the agreement not needing registration, the goods did not pass to the trustee (see 18 Ch. D. p. 50), we seem forced to conclude, by virtue of proposition (2), that in the opinion of the court the case was *not* within the "order and disposition" clause. It is possible that the court did not clearly advert to the fact, that, even though the hiring agreement had been void for want of registration, the goods would not have passed to the trustee in bankruptcy without the aid of the "order and disposition" clause. There is a very prevalent superstition, that whenever a bill of sale is void for want of registration, the chattels comprised in it must of course go to any trustee in bankruptcy who happens to claim them. The obviously true doctrine, that the chattels will under such circumstances pass to the trustee *if the validity of the bill of sale is the only bar to his title*, has not always been kept clearly in view, even by men of learning and eminence.

The case of *Crawcour* v. *Salter* having finally set at rest all doubt whether a trade custom of hiring will take chattels out of the "order and disposition" clause, we think it very expedient to call attention to the limitations under which that doctrine has been laid down. Here, not only did the occupation of the person who let the furniture make it a natural thing that he should let it, but (which seems to us to be of much greater importance), the occupation of the person who hired the furniture was such as to make it a natural thing for him to hire it. Moreover, the custom was one which was likely to reach the ears of the general creditors. These points clearly appear in the judgments. "It is very common," said Lord Justice James, "for *hotel keepers* to hire furniture in this way. . . . I do not believe that anyone gives credit to a *hotel-keeper* on the assumption that the furniture *in his hotel* is his own property." This case, therefore, cannot be cited as an authority in favour of a custom, unless the custom displays the characteristics above noted. And as of those characteristics, only one, and that (in our opinion) the least important, is found in *Ex parte Crawcour*, *non constat* that if in that case the question of "order and disposition" had been definitely raised, the custom there alleged would have sufficed to prevent the goods from passing to the trustee in bankruptcy.

The propositions which seem to be the grounds of the decision in *Crawcour* v. *Salter*, form on the whole a very natural *finale* to the previous cases; of which we think two or three sufficiently important to be mentioned. These propositions are equally well illustrated by the contention which succeeded in *Ex parte Watkins* (L. R. 8 Ch. 520), and by the contention which failed in *Ex parte Lovering* (No. 2) (L. R. 9 Ch. 621). In the former case a custom in the wine and spirit trade that a purchaser of wines and spirits in bond should for a time leave the goods in the vendor's bonded warehouse, paying a proportion of the rent, was allowed to prevent the goods from passing to the vendor's trustee in bankruptcy. Here the custom seems, *mutatis mutandis*, very well to possess the three qualifications demanded by our canon. In *Ex parte Vaux* (L. R. 9 Ch. 602) the same principle was held to apply, although in that case no notice seems to have been given to the warehouseman of the change of ownership: an extension of the principle which is perhaps open to suspicion and doubt. In *Ex parte Lovering*, on the other hand, a draper purported to sell his furniture and to keep it in his own possession under a contract of hiring from the purchaser, who was not a dealer in furniture. Here all, or at lest the most important, of our three characteristics are wanting; for there was nothing to make the hiring or the letting more appropriate to the parties than to anybody else, or to suggest to the creditors of a draper that the furniture apparently his own did not belong to him. The distinctions which we have advocated were taken by Lord

Justice James in his judgment; though hardly with his accustomed force and clearness. It must be admitted that in *Ex parte Hattersley* (L. R. 8 Ch. D. 601) we have something which approaches closely to a decision that the most important of our criteria may be omitted from the reckoning. A pianoforte maker had lent a piano upon the "three years' system"; but there was nothing in the character of the hirer to make it more natural for him than for anybody else to hire pianos. The Chief Judge said that the existence of "*the custom*" had been proved conclusively, and that it was one which "the ordinary creditors may be presumed to have known"; and he held that, the three years' of hiring not having expired, the piano did not pass to the trustee in bankruptcy of the hirer. We do not believe that the number of hired pianos does in fact stand to the number of pianos not hired in such a ratio as to raise a *primâ facie* presumption that any piano picked at random is probably a hired one; so that in this case "the custom" was only a custom to lend, and not a custom to hire. The learned judge does not appear to have clearly adverted to this distinction between one custom and another. In order to bring the case within the principle of *Crawcour* v. *Salter* something further seems to have been required in the hirer, in order to account for his hiring a piano, instead of (like most people) *not* hiring one—*e.g.*, that he was the proprietor of a dancing academy, and that such persons are especially in the habit of hiring pianos. It seems to follow, either that the judges who decided *Crawcour* v. *Salter* appealed to much too narrow rules, or else that *Ex parte Hattersley* is of doubtful authority.

BANKRUPTCY LAW REFORM.

[COMMUNICATED.]

X.

SINCE the case of *Butcher* v. *Stead* (24 W. R. 462, L. R. 7 H. L. 839) the change in the law as to fraudulent preferences made by section 92 of the Act of 1869 has been much complained of in many quarters. The saving clause at the end of that section, "but this section shall not affect the rights of a purchaser, payee, or incumbrancer in good faith, and for valuable consideration," was, we think we may safely say, little thought of by practitioners until the point came to be raised in an actual case. Seeing that the present Lord Chancellor dissented from the views of the rest of the law lords in that case, and that the present Solicitor-General was counsel for the appellant, and argued the case against the views of the House, and that the point forms one of the recommendations of the Select Committee of the House of Commons, it was quite to be expected that in any alteration of the law of bankruptcy this point would be specially provided for. Accordingly, we find in the next clause of the Government Bill of last session which we come to (clause 64), a proposal which we presume was intended to take the place of section 92 of the present Act, though by some oversight that section is omitted from the schedule to the Bill containing the Acts and portions of Acts to be repealed. Clause 64 is as follows:—

"64.—(1.) If a debtor makes any payment, or gives or delivers any satisfaction or security to a creditor in respect of a debt, the consideration for which was either wholly or partly antecedent to the date of the payment, gift, or delivery, and becomes bankrupt within *three months* after that date, and the court is of opinion that the payment, gift, or delivery was voluntarily made by the debtor with a view of giving the creditor an undue preference over other creditors, the court may declare the payment, gift, or delivery to be void as against the trustee in the bankruptcy.

"(2.) If a debtor pays any money or delivers any property to a creditor who has presented a bankruptcy petition against him, and within *twenty-eight days* after the payment or delivery, another bankruptcy petition is presented against the debtor, and he is adjudicated bankrupt thereon, the payment or delivery shall be void against the trustee in the bankruptcy."

With regard to the omission from sub-clause 1 of the words before quoted with which section 92 of the present Act concludes, it certainly is a difficult thing to prove that a payee or incumbrancer has not received his payment or security in good faith, so that at present the law of fraudulent preference is to a great extent a dead letter; but, on the other hand, it would be very hard that a person receiving payment of his debt in perfect good faith (as was the case in *Butcher* v. *Stead*) should be condemned by the law as a wrongdoer, and compelled to repay what he may have received and be also liable to an action and all the costs thereof. That would be going from one extreme to the other, and there ought, we think, to be *some* protection given to such a person especially as to costs. This sub-clause to some extent seems to contemplate something of the kind by providing that "the court" shall be the tribunal to try the question, thus, as we take it, precluding the trustee from bringing an action. We think it might go a little further and provide that where the court should be of opinion that the purchaser, payee, or incumbrancer, has received his property, payment, or security in good faith and for valuable consideration he shall not be mulcted in the trustee's costs of the proceedings to recover same. Of course we only mean as to the costs in the court of first instance. If such a person should choose to appeal, then we would leave him to do so in the ordinary way, and under the ordinary risk as to the costs of such appeal.

When would a person "become bankrupt" within the meaning of this clause? The same expression is used in section 92 of the present Act. We believe the better opinion is that a person "becomes bankrupt" on his committing an act of bankruptcy to which a trustee's title would relate back under a subsequent adjudication by virtue of section 11; but we are not aware that this has been expressly decided, and, certainly, the point is open to considerable doubt. If this should be the correct interpretation of the term, we think it might equitably be altered by extending the time to six months and providing that such time should date from the actual adjudication, or at least from the presentation of the petition upon which adjudication is made.

Lastly, we would call attention to the complete alteration of the wording of this clause from section 92 of the present Act. We think it would be much safer if the wording of the section were more closely followed, seeing that the only changes apparently contemplated in the law are the introduction of "the court" to decide as to the intention of the person making the preference, and the omission of the saving clause at the end.

Sub-clause 2.—Section 71 of the Bankrupt Law Consolidation Act, 1849, made such a payment or delivery of property an act of bankruptcy, but that was entirely repealed by the Act of 1869 and no similar provision re-enacted. This would not operate to the extent that that section did, and it seems to us that it is scarcely necessary, having regard to sections 11, 94, and 95 of the Act of 1869, none of which are proposed to be repealed. It would, in effect, only operate as against a creditor presenting a bankruptcy petition upon an act of bankruptcy under clause 5, sub-clause (*e.*), and we doubt very much the policy of the proposal in this respect.

The sections of the Act of 1869 relating to the disclaimer by trustees of onerous property (viz., sections 23 and 24) have given rise to a considerable amount of litigation, as a result of which the general opinion is that those sections are very unsatisfactory in many respects. With regard to the effect of a disclaimer of a lease upon a sub-lessee, the Court of Appeal were, in *Ex parte Walton, Re Levy* (L. R. 17 Ch. D. 746), compelled to some extent to do violence to the wording of section 23 in order to make common sense of it, and it is to be regretted that the court could not see its way to do a little more violence to it in regard to the effect of a disclaimer upon fixtures. The next clause of the Government Bill (clause 65) is an attempt to grapple with the difficulties of the question and the evils of the present law. The clause is rather long, but our remarks upon it will be better comprehended by printing it at length, so that it may be compared with the sections of the present Act, the place of which it is designed to take, and we accordingly do so:—

"Clause 65.—(1.) Where any part of the property consists of land of any tenure burdened with onerous covenants, of shares or stock in companies, of unprofitable contracts, or of any other property that is unsaleable, or not readily saleable, by reason of its binding the possessor thereof to the performance of any onerous act, or to the payment of any sum of money, the trustee, notwithstanding that he has endeavoured to sell or has taken possession of the property, or exercised any act of ownership in relation thereto, but subject to the provisions of this section, may, by writing signed by him, disclaim the property.

"(2.) On the execution of the disclaimer the property disclaimed—

"(*a.*) if a contract, shall be deemed to have determined at the date of the order of adjudication, so far as regards the interest of the bankrupt therein, and the liability of himself and his property and of the trustee thereunder; and

"(*b.*) if a lease, shall be deemed to have determined at the same date, so far as regards the interest of the bankrupt therein, and the liability of himself and his property and the trustee to the performance of the covenants and conditions thereof; and

"(*c.*) if shares or stock in a company, shall be deemed to have been forfeited at the same date; and

"(*d.*) whatever be its nature, shall (unless the court otherwise order) pass to the person (if any) entitled thereto on the determination of the estate or interest of the bankrupt therein, but in no case shall any estate or interest or liability therein or thereunder remain in the bankrupt.

"(3.) The disclaimer shall not prejudice any act previously done in good faith by the trustee in reference to the disclaimed property.

"(4.) The trustee shall not be entitled to disclaim any property in pursuance of this section in any case where an application in writing has been made to the trustee by any person interested in the property requiring him to decide whether he will disclaim or not, and the trustee has for a period of *twenty-eight days* after the receipt of the application, or such extended period as may be allowed by the court, declined or neglected to give notice whether he disclaims the property or not.

"(5.) In the case of a contract, if the trustee, after such application as aforesaid, does not, within the said period or extended period, disclaim the

contract, he shall be deemed to have adopted it on the responsibility and at the expense of the estate.

"(6.) A trustee shall not be entitled to disclaim a lease without the leave of the court.

"(7.) The court may, on application by any person claiming any interest in any disclaimed leasehold property, make an order for payment, either by the trustee personally or out of the bankrupt's property, of such sum as it thinks fit in respect of the breach of any covenant relating to the leasehold property, and running with the land, provided that the breach has occurred with the knowledge of the trustee, and before the date of the disclaimer.

"(8.) The court may, on application by any person claiming any interest in any disclaimed property, and on hearing such persons as it thinks fit, make an order for the vesting of the property in or delivery thereof (with any deeds or documents relating thereto) to any person entitled thereto, or a trustee for him, and on such terms as the court thinks just; and on any such vesting order being made, the property comprised therein shall vest accordingly in the person therein named in that behalf without any conveyance or assignment for the purpose, and any such vesting order shall not be liable to stamp duty.

"(9.) Any person injured by the operation of a disclaimer under this section shall be deemed to be a creditor of the bankrupt to the extent of the injury, and may accordingly prove the same as a debt under the bankruptcy petition."

Sub-clause 1 is practically the same as the first portion of section 23. The wording is slightly altered in two or three places, and, we think, for the better, but the effect appears to be the same.

Sub-clause 2 it also an elaboration (obviously with special reference to the case of *Ex parte Walton*) of the next portion of section 23. With regard to paragraph (*b.*) thereof, we are strongly of opinion that it ought to be altered so as not to act as a forfeiture by the trustee of any tenant's fixtures upon the leasehold premises. The law as laid down by the Court of Appeal in the cases of *Ex parte Stephens, Re Lavies* (26 W. R. 136, L. R. 7 Ch. D. 127), *Ex parte Brooke, Re Roberts* (27 W. R. 255, L. R. 10 Ch. D. 100), and *Ex parte Glegg, Re Latham* (30 W. R. 144), however logically correct, is nevertheless most unsatisfactory. We observe that the word "determined" is substituted in the clause for the word "surrendered" in the section, but we opine this will not make any difference upon the point in question, though it would certainly re-open it for argument on the ground that a tenant has by law a reasonable time after the *determination* of his tenancy allowed him to remove his fixtures. Now, why should the lessor be made a present by law of fixtures which, in all moral and equitable fairness, belong to the creditors? The present law has acted most harshly in many cases, particularly in Lancashire and Yorkshire, where mills have been held on lease, the machinery therein belonging to the tenant, and of necessity for the purpose of working being fixed to the floors or walls of the building. This machinery in many of such cases has constituted the most valuable asset of the debtor's estate, and yet because the trustee has been compelled to disclaim a burdensome lease he has only been able to do so at the expense of so valuable an asset. We have heard of cases where trustees after realizing the tenants' fixtures have assigned the leases to paupers, in order to get rid of the covenants therein and in consequence of the effect which a disclaimer would have upon the fixtures. In other cases too, under proceedings for liquidation, the creditors have adjourned the first meeting and appointment of trustee, so that the fixtures might be severed before the appointment of a trustee (the equivalent to "the date of the order of adjudication"), and thus be prevented from passing to the lessor on the trustee afterwards disclaiming the lease. The credit of this invention must, we believe, be given to Mr. Daniel, Q.C., the judge of the Bradford County Court. But even if practicable (and they are not always so), why should a trustee be compelled to resort to such subterfuges in order to save for the creditors what, in all moral fairness, ought to belong to them in any event? We hope this point will be specially and clearly provided for in the next Bill of the Government. Sub-clause 3 might at first sight appear to have been inserted with this object, but we do not think it could possibly have that effect, though we confess we cannot very well see with what other object it has been inserted, as it is entirely new.

As to paragraph (*d.*), in conjunction with sub-clause 8; will these effectually provide for the case of a freehold subject to a perpetual rent-charge, as was the case in *Re Beardsworth and Moore's Contracts* (28 W. R. 485)? We are inclined to think that they will, and, if so, that will be a provision which is decidedly required.

Sub-clause 4 is practically the same as section 24 of the present Act. In *Ex parte Davies, Re Sneezum* (25 W. R. 49, L. R. 3 Ch. D. 463), it was held that where a trustee in bankruptcy, after having been served with a notice under that section, instead of disclaiming a contract entered into by the bankrupt, continued to perform it, but subsequently abandoned it, the only remedy open to the other contracting party in respect of such abandonment was by proof for damages against the bankrupt's estate. Sub-clause 5 (which is entirely new) would appear, therefore, to have been inserted with a view to meeting a similar case. Now, we do not think that it would sufficiently meet such a case. Suppose there is no estate, it having been exhausted by the trustee in carrying on a contract (and we have experienced instances of the kind), is the person with whom the contract is made to have no remedy against the trustee? It would appear not from the concluding words of the sub-clause, but, on the other hand, they might be construed to mean only that the trustee, being personally liable on the contract, would be entitled to be indemnified out of the estate. Whatever be the intention, it ought, at any rate, to be more clearly expressed to avoid litigation on the point.

Sub-clause 6 would enact in effect rule 28 of the Bankruptcy Rules, 1871. In *Reed* v. *Harvey* (28 W. R. 423, L. R. 5 Q. B. D. 184) the Queen's Bench Division held that the rule only regulated the procedure, and that a disclaimer of a leasehold interest by a trustee was operative, though no application for leave to disclaim had been made to the court. The effect of providing by enactment for the leave of the court to disclaim being obtained would be to reverse that decision.

The effect of the clause generally (particularly sub-clauses 7 and 8) upon sub-lessees and mortgagees has been so fully discussed in these columns (25 SOLICITORS' JOURNAL, pp. 469, 486, and 505), that we do not think we can usefully add anything thereto, agreeing as we cordially do (if we may presume to say so) with the comments there contained.

Sub-clause 9 is practically the same as the concluding paragraph of section 23 of the present Act.

Clause 66 proposes an amendment in section 1 of the Absconding Debtors Act, 1870, necessary in consequence of the proposed abolition of debtors' summonses and substitution of bankruptcy notices under clause 5, sub-clause (*e.*), and clause 6.

Clause 67 proposes another innovation in the law of bankruptcy, with regard to married women. The clause is as follows:—

"Clause 67.—A married woman who has contracted any debts or entered into any engagements, otherwise than as the agent of her husband or some other person, shall be liable, in respect of her separate estate, to all the provisions of the principal Act and this Act, and shall be entitled, in respect of her debts, to the benefit of all the provisions of the principal Act and this Act."

Having regard to the great changes that have been made by recent legislation in the *status* of a married woman with respect to her separate estate, it appears only reasonable that some provision should be made for the purpose of obtaining an equitable distribution thereof amongst her creditors, in case it should not be sufficient to pay them all in full. But is it intended by this clause that a married woman having separate estate, who contracts debts, shall *personally* be subject to the bankruptcy laws or only to the extent of having her estate administered thereunder? We should presume that it is not intended to place her personally under any greater liability than the present law places her under, but the clause as drawn is anything but clear. In what way will she "be entitled in respect of her debts to the benefit of all the provisions of the Acts"? Will she be required to furnish accounts, pass an examination thereon, and apply for a discharge like any ordinary bankrupt? The clause ought, we think, to make special provisions in respect of these matters, for it is obvious that a very different course of procedure will require to be adopted with respect to a married woman from an ordinary bankrupt. Then, again, how would the clause affect married women now trading on their separate account (as by custom of the city of London) and liable to be made bankrupt under the present law?

Clauses 68 to 71 are included under the head "Transitory Provisions." The first three make provision for the transfer to the official receiver (instead of the registrar) of the estate of a liquidating debtor on a vacancy in the office of trustee, and of the outstanding property on the close of a bankruptcy or liquidation, and for the transfer of estates from the registrars of the London Bankruptcy Court to such official receiver as shall be appointed by the Board of Trade for that purpose. Clause 71 provides for the vesting in the Crown of unclaimed funds or dividends in the hands of any trustee or other person under the Acts of 1844, 1849, 1861, and 1869, and makes other provisions for the collection thereof, and for the audit of the accounts of such persons, upon the application of any person interested, with the limit, however (sub-clause 4), "that the audit shall not extend beyond *six years* before the passing of this Act, and shall not disturb any audit properly held before the date of such application."

Clause 72 makes provision for the repeal of the enactments mentioned in the third schedule. Sub-clause 2 provides that such repeal shall not affect, *inter alia* "(*b.*), any right or privilege acquired, or duty imposed, or liability or disqualification incurred under any enactment so repealed," and sub-clause 3 further provides for the provisions of the Act of 1869 to continue except as provided by the Bill. We have remarked upon clause 35 the absence of any provision in the Bill for the discharge of bankrupts under the present Act who have not obtained their discharge, but who would be entitled thereto if they came within the provisions of this Bill; and we would suggest the modification of this sub-clause as well as of clause 35 to meet such cases.

Having concluded our review of the Government proposals for the reform of the law of bankruptcy as contained in the Bill of last session, we propose hereafter to call attention to a number of points which we think ought to be provided for in any amendment of the law at the present time, but which have not been touched upon in any way by the Government Bill.

Mr. P. Burrowes Starkey, who for many years was well known on Parliamentary Committees, died on Wednesday, at his residence in Hanover-square.

REVIEWS.

THE CONVEYANCING ACT.

THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881. AND THE VENDOR AND PURCHASER ACT, 1874. WITH NOTES. By W. MANNING HARRIS, and THOMAS CLARKSON, Barristers-at-Law. Stevens & Sons.

This edition of the Act is, like the last one noticed by us, printed in a handsome and convenient form. The index also is copious and good. But the notes are sometimes meagre, and fail to add much to the information already before the public. For example, a large part of the commentary on section 5 consists of the following observation: "Payment into court under this section will *pro tanto* exonerate the purchaser (see section 69 (2) *infra*); and the declaration of the court under this sub-section will discharge the land from the incumbrance" (p. 19). When an edition of the Act appeared a few weeks after it had become law, we were not disposed to mark with severity the presence of notes couched in this style. But the learning connected with the Act's contents has advanced so far that these faint echoes of the text might well be omitted. We are surprised, after what has appeared in our columns, to find that the note upon section 13 begins with the following expression of opinion:—"It is not clear from the language of this sub-section whether the 'reversion' intended is the reversion which will be immediately expectant on the lease to be granted, or is the reversion immediately expectant on the leasehold interest, out of which the new lease is to be derived" (p. 51). Whether the strictures which have been passed upon the language of section 17 are well founded, we will not say; but we can confidently say that the language in question requires explanation; and we find little to help our apprehension in the following comment:—"By virtue of this section the above rule" [as to consolidation] "will not apply so as to prevent the redemption by itself of a mortgage made after December 31, 1881, without a stipulation in the mortgage deeds *or one of them* for that purpose" (p. 59). We should have been glad to know what view of the effect of the words which we have placed in italics is taken by the authors. This general absence of explanatory matter is necessarily in our eyes a great defect in a commentary upon an Act which, in our opinion, so emphatically stands in need of explanation; and is not sufficiently compensated by remarks which, in themselves useful and meritorious, serve only for the purpose of collateral illustration. A commentary upon this Act is likely to be useful in practice only in proportion as it exhibits a clear judgment in selecting one view out of the many possible, and in giving reason to suppose that the view selected will ultimately prevail in practice.

CORRESPONDENCE.

THE SOLICITORS' REMUNERATION ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It appears in your issue of the 28th of January that the Council of the Incorporated Law Society have received the draft of the general order to be made under the Solicitors' Remuneration Act, 1881. This is inexact.

I, as president of this society, and as such, a member of the tribunal appointed by the Act, have, with the assistance of several members of the council and delegates from the associated provincial societies, drafted a scale, which has been sent to the Lord Chancellor, Lord Coleridge, the Master of the Rolls, and the president of the Liverpool Law Society—the last of whom has now been appointed a member of the tribunal—for their consideration.

As it would seem from your article that the month, during the currency of which "observations and suggestions" are to be made to the tribunal, has begun to run, I am desirous of correcting the misapprehension.

The month will not begin to run until a draft order has been sent by the tribunal to the Incorporated Law Society.

C. C. DRUCE, President.

Incorporated Law Society, Chancery-lane, January 30.

AUTHORITY TO RECEIVE PURCHASE MONEY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Section 56 of the Conveyancing Act seems open to more objections than you notice.

The section says nothing as to any relationship of solicitor and client, it is merely "a solicitor." Suppose, then, a sale by three vendors seized of undivided thirds as tenants in common, and each employing separate solicitors. One must execute the conveyance last, and probably on execution hands it to *his* solicitor; the deed being then executed by all the vendors, the solicitor of one can complete and receive the *whole* purchase-money, when, for many reasons, it may be most undesirable he should do so.

Quære, in such a case would notice to the purchaser be binding?

29, Lincoln's-inn-fields, London, W.C., Jan. 25. WM. MAUDE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You notice again in your issue of to-day the objection which has been urged against the 56th section of the Conveyancing Act. Without in any way questioning the correctness of your interpretation of that section, I would merely suggest that a solicitor, giving a cheque instead of cash, runs no greater risk by trusting to the authority given by the statute than he does by acting on the written authority usually given. That authority, so far as my experience goes, directs the payment of the "purchase-*money*" to the solicitor, and I have never known the purchaser's solicitor refuse to pay by cheque, because the vendor's solicitor was not expressly authorized to accept payment in that way.

23, Ely-place, London, E.C., Jan. 28. ALFRED E. JAMES.

[Possibly so, but does our correspondent see no difference between the construction of an authority given by the *vendor* himself to the purchaser to pay to Mr. A. B. and an authority conferred by *statute* on the purchaser to pay to "a solicitor" producing the deed?—ED. *S. J.*]

SALES IN LOTS.—A SUGGESTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is a common practice in this country to offer an estate for sale, first in one lot, and if not sold in one lot, then in several lots. I understand that in France an opposite course is followed. There it appears to be usual to put up an estate in the first instance in several lots, the highest bidder for each lot being declared the purchaser, subject to the estate not being afterwards sold as a whole. After all the lots are disposed of, the estate is put up in one lot, at an upset price, somewhat in excess of the aggregate amount of the sums bid for the several lots, and if not sold at that price, or an advance on it, the former biddings for the separate lots hold good.

It is obvious that this method of sale offers some advantage to the vendor, because under it he is sure of obtaining the greatest price that any person or persons will give for the estate, together or separately, while under the English plan there is always the chance that an estate sold in one lot would have realized more if sold in several lots.

Whether, however, the French plan could be profitably introduced into England is more than I can say, but sales of estates rather hang on hand at the present time, and some of your readers may like to try a novelty.

CONVEYANCER.

SOLICITORS' REMUNERATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I presume your correspondent's (P. B. P.) letter in to-day's issue refers to the costs of purchasers' and mortgagees' solicitors, not to the whole costs, but in any case £2 does seem indeed a small charge for a loan of, say, £100. It should be £3 at the least, exclusive of disbursements. These small loans are of frequent occurrence, and practitioners who have for their clients people doing business in a small way, require that their remuneration should be very carefully weighed before being finally adjusted, much more so than the man who acts for the more wealthy members of society dealing in large transactions; and I trust that the Incorporated Law Society will remember, in considering this matter, that they are fixing the *maximum*, not the *minimum* of costs, and that £1 more or less on a transaction may make a great difference to the more humble members of the profession, who perhaps gain their living only by small matters. R. N. R.

Jan. 28.

BILLS OF SALE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The lender of the money mentioned in the letter of your correspondent, "A Country Solicitor," must be an exceptionally honest man, if, under the circumstances therein stated, he would admit that his *principal* object in lending the money and taking a bill of sale was to protect the furniture for the benefit of the grantor. The advance of the £100 would unquestionably be a good consideration to support the bill of sale, both under the Statute of Elizabeth and the Bankruptcy Act; and the mere fact that as a consequence of the proceeding, even though contemplated (for the consequences of all such proceedings must be presumed to be contemplated), the goods would be protected from being seized under an execution, would not, I think, affect its validity. That is, of course, presuming the grantee had no notice of any act of bankruptcy previously committed by the grantor. It is in fact a consequence contemplated on the giving of every bill of sale, otherwise the security would be valueless. H. P. J.

Jan. 30.

THE REPEAL OF LORD CRANWORTH'S ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Suppose a plain man—a fairly intelligent layman, let us say—were to have explained to him the question in controversy in your

columns, as to whether parts 2 and 3 of Lord Cranworth's Act being repealed, the saving clause in section 71 of the new Act is sufficient to keep alive powers upon which many mortgagees have silently relied; suppose him to read the preamble, "it is expedient that certain powers and provisions which it is now usual to insert in . . . mortgages . . . and other instruments, should be made incident to the estates of the persons interested, *so as to dispense with the necessity of inserting the same in terms in every such instrument*," and the language of the 11th section, "shall . . . have the following powers" [sale, insurance, and appointing a receiver] "to the same extent (but no more) as if they had been *in terms* conferred *by the person creating the charge*"; and suppose him to be told (and truly told) that a deed framed on the faith of these representations had the same "operation" as if the powers and provisions had been expressly set out therein—inserted in invisible ink—but that it is now gravely contended that when the new Act says that "the repeal . . . shall not affect the validity . . . or any *operation*, *effect*, or *consequence* of any instrument executed or made . . . before the commencement of this Act," it uses language perilously inadequate to accomplish the purpose; that the powers are not implied in the deed; that the source of the powers is dried up; and that if the position of these mortgagees is not truly pitiable and alarming, the desiderated judicial interpretation will only be contrived by a process of painful and undignified wriggling and squeezing; I think he would be ready to exclaim with one of the characters in *Much Ado about Nothing*, "Sure, sure, such carping is not commendable."

On the question whether there are sufficient technical grounds for challenging the verdict of common sense, I only add this:—Part 4 of Lord Cranworth's Act is not repealed. Part 4 (section 32) provided, and provides, that where there is no prohibitory declaration in the deed, the powers, &c., shall take effect only subject to such variations or limitations as may be contained in it.

A class of instruments operated in a certain manner by virtue of this unrepealed section; they therefore continue so to operate unless there is reason to the contrary; the only reason to the contrary is subject to the objection that, whatever "operation" they had, is continued to them.

February 1. H.

[It may be quite possible that our correspondent's "intelligent layman" would laugh at us for thinking that important Acts of Parliament ought to be expressed with the greatest possible clearness, and drafted with the greatest possible accuracy. We must decline to alter our opinion in deference to such an authority; and our correspondent is welcome to the pleasure (if it gives him any) of sharing the critical habits of intelligent laymen rather than those of lawyers. It is difficult to say what the last paragraphs of his letter mean; unless they mean that, by virtue of part 4 of Lord Cranworth's Act, parts 2 and 3 continue still practically unrepealed; a proposition upon which, both in itself and its consequences, we recommend him to meditate further. This view, if adopted, would convict the Conveyancing Act of an oversight much more flagrant than that from which our correspondent seeks to defend it. What will be the judgment of the profession, if the Act, while making a great parade of repealing one system and substituting another in its place, shall appear to have left the original system unrepealed?—Ed. *S. J.*]

THE CONVEYANCING ACT, 1881.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I do not know whether the attention of your readers has been called to the difficulties which may arise from sections 5 and 17 of this Act.

Under section 5 (as you have pointed out) it appears that a mortgagor may sell the mortgaged property behind the back of the mortgagee. This, however, may place the purchaser's solicitor in a very awkward position, for if, in some other mortgage deed, between the mortgagor and mortgagee, a clause is inserted negativing the operation of section 17 (sub-section 1), it appears from sub-section (2) that this would prevent sub-section (1) from applying to any mortgage between the same parties.

The purchaser, therefore, might be buying property with respect to which (for aught he could tell) a right of consolidation might be claimed, and his solicitor would have to require the mortgagor to furnish an abstract of all mortgages between those parties in order to ascertain whether any such clause had been inserted. Herbert Rooke Oldfield.

14, Gray's-inn-square, Jan. 27.

THE ORDER FOR SOLICITORS' REMUNERATION.

The following resolutions were passed at a meeting of the Associated Provincial Law Societies, held on the 15th and 16th of December, 1881, at the Law Institution, Chancery-lane, London, relating to "The Solicitors' Remuneration Act, 1881," and the Draft of Proposed General Order, dated 12th of December, 1881, submitted for their consideration by the Committee of the Council of the Incorporated Law Society:—

1. That as recommended in the report of the committee of the Incorporated Law Society, of June, 1880, the Law Society's Scale of 1880 should, as regards sales, mortgages, and leases, form part of any proposal to be made to the authority constituted under the Solicitors' Remuneration Act, with such moderate alterations in certain items as may be thought desirable to secure its adoption.

2. That in cases of settlements of money, the *ad valorem* commission at the same rate as on a purchase should apply. In cases of settlements of land the *ad valorem* principle is inapplicable.

3. That the remuneration to solicitors under the above scale should not include disbursements properly and reasonably made, but fees to counsel are only to be charged where the difficulty or importance of the case renders such fees reasonably necessary.

4. That as regards instructions for, and drawing and perusing deeds, wills, and other documents not included in the foregoing scale, such fees shall be allowed, as having regard to the position of the party on whose behalf the document is prepared or perused, the amount of property to which it relates, the care, skill, labour, and responsibility involved, the importance of the document, and the papers to be perused, may be fair and reasonable.

5. That in dealing with any documents, if the length of the document is taken into consideration, the taxing master is not to be bound by the present charge of 1s. a folio for drawing, which is to be held to be inadequate payment for any special document.

6. That the basis of any charges for solicitor's time be 15s. per hour, equal to £5 5s. per day of seven hours. That the charge for business taking a solicitor from his office, should be £5 5s. per day, the time reasonably occupied in travelling to be charged additionally at the same rate.

As to Abstracts of Title.

7. Drawing and copying each brief sheet of eight folios, 10s.

Attendance.

8. Such a fee as having regard to the place and circumstances at or in which the attendance takes place, the nature and importance of the business, the amount of property involved, the nature and importance of the papers and documents required to be referred to before and during the attendance, and the skill and knowledge required may be fair and reasonable:—In ordinary cases, 10s.

9. That there should be a uniform scale for sales and purchases, and for mortgages, and that the following should be such scale—viz., up to £200, 3 per cent.; from £200 to £1,000, 2 per cent.; from £1,000 to £5,000, 1 per cent.; above £5,000, 10s. per cent.

In pursuance of arrangements made at the above meeting, a general meeting of representatives of the Council of the Incorporated Law Society, and of the Liverpool, Manchester, Bristol, and Leeds Societies was held on the 30th of December, when the following modifications of the proposed general order were agreed to:—

(1.) In paragraph 2 (*a*), part 1, £1,000 was substituted for £500, with a provision for a minimum fee of £4.

(2.) In the 1st schedule, part 2 (A) 1, for the amounts there mentioned, the following was substituted:—"The sum of seven-and-a-half per cent. on the rent reserved up to and including £100, with a minimum fee of £5; the sum of five per cent. on the further rent reserved from £100 to £200; and the sum of two-and-a-half per cent. on the further rent reserved above £200."

In the last item of the second schedule, seven hours was substituted for eight hours.

The remaining suggestions of the meetings of the 15th and 16th of December were considered, but no determination was arrived at upon them.

It was considered that these points might properly, and would be more conveniently, left in the hands of the London and Provincial Presidents.

CASES OF THE WEEK.

Practice—Order to vary Chief Clerk's Certificate and strike out Evidence.—In a case of *Fox* v. *Bearblock*, before the Court of Appeal on the 27th ult., the question arose whether, when an order is made to vary a chief clerk's certificate, and to strike out some of the evidence entered therein as the basis of the finding, it is in accordance with the practice to make an actual physical alteration in the original certificate by substituting in it the finding as directed to be varied for the original finding, and by erasing from it the evidence directed to be struck out. The action was brought by the executor of a testatrix for the administration of her real and personal estate. The testatrix had died intestate, by reason of the death before her of her sole devisee and legatee. The defendant, who was the only daughter of a brother of the testatrix, claimed to be her heiress-at-law and sole next of kin. The Attorney-General on behalf of the Crown alleged that the testatrix had no heir and no next of kin living at the time of her death, on the ground that her father had never been legally married to the lady with whom he had lived as his wife, and consequently that all his children were illegitimate. The chief clerk by his certificate found

that this was so, and among the evidence entered in the certificate in support of this finding was a deposition of the bursar of King's College, Cambridge, of which college the father of the testatrix had been a fellow, to which deposition an entry in a book belonging to the college, called the Liber Protocollorum, was made an exhibit. Upon the hearing of the action on further consideration, and on a motion by the defendant to vary the chief clerk's certificate, Fry, J., held (29 W. R. 661, L. R. 17 Ch. D. 429) that the entry in the Liber Protocollorum was not admissible in evidence. And he ordered that the certificate should be varied by stating, in lieu of the chief clerk's finding, that the defendant was the heiress-at-law and the sole next of kin of the testatrix at the time of her death. It was also ordered that the entry in the Liber Protocollorum, entered in the certificate as part of the evidence, "be struck out from the certificate as being inadmissible in evidence." After the drawing up of this order the solicitors who acted for the plaintiff and the defendant requested the chief clerk to make actual physical alterations in the original certificate, in accordance with the terms of the order on further consideration, or at any rate to make a note in the margin stating the effect of that order. This the chief clerk refused to do, on the ground that it would be contrary to the ordinary practice. The plaintiff then took out a summons, asking that the chief clerk, or one of the masters of the High Court, or other proper officer, might be ordered to strike out from the certificate such words as by the order on further consideration were directed so be struck out, or that such further or other order might be made as would give effect to the direction contained in that order. Fry, J. (30 W. R. 119), refused to accede to this application. He said that it was contrary to the practice to make any alterations in existing documents, and that the meaning of the order was that the certificate should be read as if the words in question were struck out of it. When the case came before the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.), there appeared to be some difference of opinion between their lordships. It became, however, unnecessary actually to decide the question whether the view of the practice taken by Fry, J., was right or not, for the appellant's counsel said that they would be content with an order to take the deposition of the bursar of King's College off the file. And, there being no opposition to this, the court held that the appellant was entitled to such an order, which was accordingly made, conditionally upon the Attorney-General raising no objection to it within fourteen days after notice served on him. JESSEL, M.R., however, in the course of the argument expressed a strong opinion that the practice had been correctly stated by Fry, J. He said that the practice was the same as when an order was made by the Court of Appeal to vary a decree or judgment of the court of first instance. In such a case the original decree or judgment was never actually altered. If this was to be done, there would be a serious addition to the costs of an action. Solicitors would be entitled to charge for additional attendances.—SOLICITORS, *Crosse & Sons*.

LUNACY—JURISDICTION — SUPERSEDEAS — FINDING BY IRISH COURT—LUNACY REGULATION ACT, 1853, s. 52.—In a case of *In re Talbot*, on the 28th ult., an application was made to the Court of Lunacy (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) for a *supersedeas* of certain proceedings in England in respect of the property in England of a lady who had been found a lunatic by the Court of Lunacy in Ireland. After the finding by the Irish court, a transcript of the proceedings there was transmitted to the English court, and entered of record there, and directions as to the application of the lunatic's property in England were then given by the English court. The lady afterwards presented a petition to the English court, alleging that the finding of the Irish court had been improperly obtained behind her back, and that she was, in fact, of sound mind, and capable of managing her affairs. And she asked that an inquiry might be ordered to take place before a jury as to her state of mind, or that she might be at liberty to attend before the English court to be examined as to her state of mind; that the proceedings in the English court might be superseded, and a transcript of the writ of *supersedeas* transmitted to the Irish court, and that the transcript of the Irish proceedings transmitted to England might be no longer acted on. Medical evidence as to the petitioner's state of mind was tendered, but the court refused to admit it. JESSEL, M.R., said that the court had no power now to order the question of sanity to be tried by jury. The meaning of section 52 of the Act was, that the English court might act upon the decision of the Irish court upon having a transcript of the record of the proceedings forwarded to this country and entered of record without further inquiry, just as if the proceedings had been originally taken in this country. That being so, on what principle did this court act in deciding whether or not it would follow out the decision of the Irish court? As a general rule the English court would assume the propriety of the Irish proceedings, though there might be some extraordinary case, as of fraud or of accident—none such, however, had ever come within his knowledge—in which the English court might say that it was not a case for acting on the transcript sent by the Irish court; at all events, until an opportunity had been afforded for setting the matter right. In Ireland, which was not a foreign country, the Lord Chancellor acted under the sign manual of the Queen in the same way as the Lord Chancellor did in this country. The proceedings were the same, and practically there was the same jurisdiction there as here. Acting, therefore, under a similar jurisdiction, the Lord Chancellor of Ireland had found the petitioner to be lunatic, and, as a matter of course, this court would act on the transcript sent over of the proceedings in Ireland. But it was said that there had been a miscarriage in those proceedings, and that the petitioner had been found lunatic upon insufficient inquiry, that she had no notice of the proceedings, and that a deception had been practised on the Lord Chancellor of Ireland. If this were so the proper course would be to apply in Ireland to set aside the proceedings, and no doubt as good justice might be obtained from the Irish Lord Chancellor as in England. Assume that the applicant failed in setting aside the finding on the ground of irregularity in the proceedings, but could prove that she was not at present a lunatic, she could apply to the Lord Chancellor in Ireland, just as well as in this country, for a *supersedeas*, and that *supersedeas*, when obtained, would be transmitted here, and would stop all proceedings with regard to her English property. The Irish court, therefore, and not this court, was the proper *forum*. It would be shocking to contemplate that a different result would be obtained in Ireland from that which would be obtained here. There was no more reason, therefore, why this court should attempt to interfere with the Irish jurisdiction than there would be to expect that the courts there would interfere with the decisions of our courts. See what the result would be if a different course were allowed. The petitioner would still be a lunatic in Ireland, but not in England, and her property in Ireland would still be subject to the Irish jurisdiction. Any interference by this court would not conclude the question, but must be partial and imperfect. BRETT, L.J., and HOLKER, L.J., concurred.—SOLICITORS, *Johnsons, Upton, Budd, & Atkey*; *Boltons, Robbins & Busk*.

LUNACY—ALLOWANCE—POWER OF COURT.—In a case of *In re Weld*, before the Court of Lunacy (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) on the 30th ult., a question arose as to the power of a person to whom an allowance is made out of the property of a lunatic to deal with the allowance by way of mortgage or otherwise. An order was made on the 2nd of August, 1879, that the brother of the lunatic should be at liberty to retain for his own occupation and use, and the occupation and use of his unmarried sisters, the mansion house and grounds, of which the lunatic was tenant for life, and the furniture therein, and that the sum of £4,000 a year should be allowed to the brother out of the income of the lunatic's estate, as from the 8th of December, 1877, for the brother's expenses in reference to the mansion house and grounds. The income of the property was not at first sufficient to pay the allowance in full, and there were arrears to a considerable amount unpaid. The brother executed a mortgage of the arrears to secure an advance made to him by the mortgagee. There being afterwards funds in hand applicable to paying the arrears, the committee of the estate, who had received notice of the mortgage, and also of certain debts and liabilities incurred by the brother, which it was alleged ought to have been paid and satisfied by him out of the allowance, petitioned the court for directions as to the application of the funds in his hands applicable to payment of the arrears, having regard to the claims of which he had received notice. The brother had become a bankrupt. The mortgagee also presented a petition, asking that he might be at liberty to attend the proceedings in the lunacy, so far as they related to the payment of the arrears of the allowance, and to make all such applications as he might be advised for the purpose of obtaining payment of his mortgage debt out of the arrears. On this petition an order was made that no payment should be made out of the arrears to the bankrupt or any person claiming through him, without notice to the mortgagee. Some proceedings afterwards took place before the master. The petition of the committee came on for hearing, notice being given to the mortgagee. The COURT said that when an allowance is made in this way in a lunacy for a specified purpose, the person who is to receive it cannot by any dealing with it by way of mortgage or otherwise, nor can his trustee in bankruptcy, in any way fetter the power of the court over it. He has in fact no right of property in it, but the court has an absolute power to give or withhold the payment as it pleases. And the court referred it to the master to ascertain which of the debts claimed were incurred for the purpose of keeping up the establishment at the mansion house while it was occupied by the bankrupt and his sisters in pursuance of the order of the court, having regard to the amount of the allowance.—SOLICITORS, *Palmer, Eland, & Nettleship*; *G. S. & H. Brandon*.

COMPANY—WINDING UP—FORFEITURE OF LEASE—LEAVE TO LANDLORD TO RESUME POSSESSION—JURISDICTION ON SUMMONS—COMPANIES ACT, 1862, s. 163.—In a case of *In re The Wetley Brick and Pottery Company*, before the Court of Appeal on the 25th ult., the question was raised whether the court has jurisdiction on a summons in the winding up of a company to order the liquidator to deliver possession to the company's lessor of property of which the company are lessees, the lease having, by virtue of a proviso contained in it, become forfeited. In this case the lease to the company provided that, if the rent should be unpaid for thirty days, or in case the lessees should be wound up voluntarily, or by compulsion, or otherwise under the provisions of any Act of Parliament, it should be lawful for the lessor to re-enter. The rent being in arrear, the lessor, after the making of a winding-up order, took out a summons in the winding up, asking that, in default of payment of the rent within a time to be limited, he might be at liberty to re-enter on the property. Hall, V.C., held that the order ought not to be made on summons, but that the lessor ought to bring an action to recover the land. The Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) reversed this decision, and made an order that, if the rent in arrear was not paid within a month, the liquidator should give up possession to the lessor. JESSEL, M.R., said there was no reason why the lessor should be compelled to bring an action. He could only be kept out of possession by an unlawful act. It was not right, in a case where there was no defence to an action, to compel the lessor to litigate the question. The right course was for the court to order the liquidator, who was its own officer, to give the lessor his legal right. It would be a cruel course to compel him to bring an action which would cause a great waste of time and money. The duty of the liquidator was to give up possession to the lessor with the sanction of the court, and it was perfectly plain that he ought to have been ordered to do so in this case. BRETT, L.J., said that section 163 did not apply to the case. The order was required only for the purpose of justifying the officer of the court in doing what he was bound to do according to the terms of the lease, and it ought to have been made as a matter of course, unless some cause to

the contrary was shown. No defence to the landlord's claim had, however, been suggested.

Another point raised was that the right to re-enter arose only on the company being "wound up"—*i.e.*, completely wound up—and not upon the making of a winding-up order. As to this JESSEL, M.R., said thot the object of the clause must be regarded, and the right of re-entry obviously must arise when an order to wind up the company was made. When it was fully wound up all its property would have been sold, of course the lease could not be sold while the lessor's right to re-enter existed, and on that construction the proviso would have no meaning at all.—SOLICITORS, *Worthington Evans; T. C. Russel.*

PRACTICE—INJUNCTION—NUISANCE—DISCONTINUANCE OF NUISANCE BEFORE TRIAL.—In a case of *Slack* v. *The Midland Railway Company*, before the Court of Appeal on the 31st ult., the question arose whether an injunction ought to be granted to restrain a nuisance, when the nuisance, though it existed when the writ was issued, has ceased before the trial of the action. The action was brought to restrain the defendants from fouling a stream by discharging into it gas-tar from some gasworks belonging to them, and for damages. The action was commenced early in the year 1879. The defendants had constructed a wall and a drain to prevent the escape of tar from their gasworks into the river, and these alterations were completed on the 30th of May, 1879. When the action was tried by Fry, J., in November, 1880, there was evidence that, shortly after the completion of the new wall, tar had ozed through it into the stream. Fry, J., held that the pollution of the stream had been caused by the defendants' works, and he granted an injunction and an inquiry as to damages, and ordered the defendants to pay the costs of the action. The Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) discharged the injunction, but did not otherwise vary the judgment, and they gave no costs of the appeal. JESSEL, M.R., said that the principal object of the action was to obtain an injunction. There was no evidence that between the 8th of June, 1879, and the trial in November, 1880—that is, during a period of nearly eighteen months after the completion of the defendants' new works—there had been any escape of gas-tar into the stream. The nuisance must have been effectually put a stop to for nearly eighteen months. There was, therefore, no continuing nuisance at the time of the trial, and his lordship could see no reason in the world why the injunction should have been granted at the trial, or why it should be now continued. It could not be said that it would do the defendants no harm if they had put a stop to the nuisance, for, if the injunction remained in force, and there was the slightest escape of gas-tar into the stream from whatever cause, the plaintiffs would be able at once to come to the court with an application for a sequestration against the defendants' property, on the ground that they had committed a breach of the injunction.—SOLICITORS, *Beale, Marigold, & Co.; Field, Roscoe, & Co.*

MORTGAGOR AND MORTGAGEE—FORECLOSURE OR REDEMPTION ACTION—ORDER FOR SALE—JURISDICTION—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 25.—In a case of *The Union Bank of London* v. *Ingram*, before the Court of Appeal on the 1st inst., a question arose as to the extent of the power given to the court by section 25 of the Conveyancing Act, 1881, to make an order in a foreclosure or redemption action for the sale of the mortgaged property—viz., whether such an order can be made after judgment for foreclosure or redemption has been given at the trial. Section 25 provides (*inter alia*) that, "(1) Any person entitled to redeem mortgaged property may have a judgment or order for sale instead of for redemption in an action brought by him either for redemption alone or for sale alone, or for sale or redemption in the alternative. (2) In any action, whether for foreclosure, or for redemption, or for sale, or for the raising and payment in any manner of mortgage money, the court, on the request of the mortgagee, or of any person interested either in the mortgage money or in the right of redemption, and notwithstanding the dissent of any other person, and notwithstanding that the mortgagee or any person so interested does not appear in the action, and without allowing any time for redemption or for payment of any mortgage money, may, if it thinks fit, direct a sale of the mortgaged property on such terms as it thinks fit, including, if it thinks fit, the deposit in court of a reasonable sum, fixed by the court, to meet the expenses of sale, and to secure performance of the terms. (3) But in an action brought by a person interested in the right of redemption, and seeking a sale, the court may, on the application of any defendant, direct the plaintiff to give such security for costs as the court thinks fit, and may give the conduct of the sale to any defendant, and may give such directions as it thinks fit respecting the costs of the defendants or any of them. (4) In any case within this section the court may, if it thinks fit, direct a sale without previously determining the priorities of incumbrancers." By section 48 of the Chancery Amendment Act of 1852 (repealed by the Act of 1881) it was provided that it should be lawful for the Court of Chancery, "in any suit for the foreclosure of the equity of redemption in any mortgaged property, upon the request of the mortgagee, or of any subsequent incumbrancer, or of the mortgagor, or any person claiming under them respectively, to direct a sale of such property instead of a foreclosure of such equity of redemption, on such terms as the court may think fit to direct." The action was brought by second mortgagees against the first mortgagee, other mortgagees subsequent to themselves, and the mortgagor, claiming to redeem the first mortgagee, and to foreclose the other mortgagees and the mortgagor in default of redemption. At the trial judgment for foreclosure was given in the ordinary form. Afterwards the plaintiffs paid the first mortgagee what was found due to him on taking the account under the judgment, and the first mortgagee transferred his security to thep laintiffs. There was then due to the plaintiffs more than £23,000, and the property was worth only £14,000. The amount due to a third mortgagee was £4,000. The plaintiffs presented a petition in the action asking that, instead of working out the judgment in the ordinary way, an order might be made for the sale of the property. KAY, J., thought that there was no jurisdiction under section 25 to order a sale after a judgment for foreclosure or redemption had been given, and he refused the application. In the Court of Appeal reference was made to *Girdleston* v. *Lavender* (9 Hare, App. 53), in which Turner, V.C., held that, under section 48 of the Act of 1852, there was no power to order a sale after a foreclosure decree had been made, and to *Laslett* v. *Cliffe* (2 W. R. 536, 2 Dr. & Sm. 278), in which Stuart, V.C., was of a contrary opinion. The subsequent mortgagees did not oppose the application. The Court of Appeal (JESSEL, M.R., and BRETT, and HOLKER, L.JJ.) held that there was jurisdiction to make the order. JESSEL, M.R., said he thought that, according to the true construction of section 25 of the Act of 1881, there was nothing to prevent the court from making an order for sale until the foreclosure had become absolute, when, of course, there would be an end of it. Why should the court cut down the meaning of the section and say that it did not apply after judgment for foreclosure as well as before? No time was limited by the Act. It allowed a mortgagor who could not find the money to pay off the mortgage to have the property sold, and it gave the same liberty to the mortgagee. It brought our law more into accordance with that of continental nations, which did not allow foreclosure at all. He thought the Legislature had intrusted the court with the discretion to make an order for sale at any time during the action, and the court could impose terms. Therefore, the order asked for might be made. As to the cases which had been referred to, they arose under another Act, which differed materially in its terms from the Act of 1881; and, moreover, the two decisions were opposed to each other, and they were not binding on the Court of Appeal, which could adopt either of them. But it was not necessary to rely on authority, inasmuch as the two Acts differed in their language. BRETT, L.J., said that the Act was an enabling and remedial one, and he saw no reason for cutting down its large words. The order would be made "in the action," and the words of the section were wide enough to justify the court in making an order for sale at any stage of the action before it was finally concluded. He thought this was the true construction of the section, construing it according to the ordinary rules for the construction of an enabling statute. Section 48 of the Act of 1852 contained the words "instead of a foreclosure," which were very pregnant words, and he thought that they had been designedly omitted from the present Act.

The petitioners asked by their petition that the property might be ordered to be sold out of court, either by public auction or by private contract as the petitioners should think fit, and that they might be authorized to receive and give receipts for the purchase-moneys, and to convey the property to the purchasers, and to retain the amount due to them, they undertaking to pay any surplus into court. The Court held that this might be done as the other mortgagees did not object, and the order was accordingly made in that form.—SOLICITORS, *Bolton & Co.; Makinson & Carpenter.*

PRACTICE—ADMINISTRATION ACTION—MINUTES OF JUDGMENT—JUDICATURE ACT, 1875, s. 10.—In an action, *In re Murray, Woods* v. *Greenwell*, before Hall, V.C., on the 28th ult., being an ordinary administration action by creditors, it was proposed to include in the minutes of judgment a declaration that, in case the estate should prove to be insufficient for the payment in full of the debts and liabilities, the rules in force under the law of bankruptcy as to the respective rights of secured and unsecured creditors, &c., should be observed (following the statutory words in the Judicature Act, 1875, s. 10). The declaration was in the form inserted in the judgment in a similar action, *In re Hildich, Hipkins* v. *Hildich* (29 W. R. 733), and had in that case been directed to be included in the minutes as necessary and proper. In the present case, however, counsel submitted to the Vice-Chancellor whether such a declaration was correct, being merely the expression of the statutory provision, and HALL, V.C., directed that it should be omitted from the minutes as being altogether unnecessary.—SOLICITORS, *Dangerfield & Blyth; J. & E. Scott; Cunliffe, Beaumont, & Davenport; Phillips.*

PRACTICE—SOLICITOR AND CLIENT—SOLICITOR REPRESENTING PARTIES WITHOUT AUTHORITY—COSTS.—In an action of *De Senger* v. *Waller*, and *In the Matter of X. Y., a Solicitor*, before Hall, V.C., on the 26th ult., a motion was made on behalf of parties having liberty to attend the proceedings for liberty to be granted them to attend the proceedings by a new solicitor, that X. Y. might be ordered to refund certain moneys which he had received out of court, and might pay the applicants their costs as between solicitor and client, and the other respondents on the motion their costs as between party and party. The circumstances were briefly as follows:—X. Y., who was a defendant to the above action, and a trustee of the settlement, for the execution of the trusts of which the action had been instituted, was a solicitor who, for a number of years, had acted as the solicitor to several of the parties interested under the trusts. One of the objects of the action was to charge the trustees with certain balances. The applicants upon the present motion were persons resident abroad, who were interested under the trusts in two-fifths of the trust properties, and were near relatives of the family for certain members of which, including the applicants' father, X. Y. had acted as solicitor. X. Y. had, without retainer or other authority, constituted himself solicitor for the applicants, and obtained leave for them to attend the proceedings in the action, and had acted therein in their behalf; and under the order on further consideration certain moneys had been paid out of court to him for the costs so incurred by him on their behalf, and for part of their shares in the trust fund. These facts having come to the applicants' knowledge, they served the present notice of motion upon X. Y. and the plaintiff and defendants in the action, instead of applying for the usual order to change solicitors. X. Y. justified his conduct by explaining that he had considered himself to be acting

for the family generally, and had, in fact, by his exertions, greatly benefited the applicants. HALL, V.C., considered that, however *bonâ fide* his conduct, X. Y., having, in fact, acted without authority, had done so at the risk of his proceedings not being adopted, and the order must be made as asked.—SOLICITORS, *Gard, Corbin, & Hall; Hores & Pattison; C. M. Hotson.*

VENDOR'S LIEN FOR UNPAID PURCHASE-MONEY — SUB-PURCHASER — NOTICE THROUGH AGENT—CONSTRUCTIVE NOTICE—LAND IN REGISTER COUNTY—PURCHASER FOR VALUE WITHOUT NOTICE.—ONUS PROBANDI—In a case of *Kettlewell* v. *Watson*, before FRY, J., on the 30th ult., some important questions arose as to the effect of the registration of a conveyance of land situate in a register county upon the right of the vendor to enforce his lien for unpaid purchase-money against sub-purchasers from the original purchaser, and as to imputed and constructive notice. Some land situate in the suburbs of Leeds, in the West Riding of Yorkshire, was sold to some estate agents, who bought it with the intention of selling it again in lots for building purposes. The purchase deed contained a receipt signed by the vendors for the whole purchase-money, but in fact only a part of it was paid. The deed was retained by the vendors in order to protect their lien, but, at the request of the purchasers, they registered a memorial of the deed in the West Riding Registry. The purchasers then sold the property to various sub-purchasers in small lots, and the sub-purchasers built on their respective lots. The balance of the original purchase-money was not paid, and the original purchasers became bankrupt. The original vendors brought the action against a number of the sub-purchasers, alleging that they had bought their lots with constructive notice of the plaintiffs' lien, and claiming to enforce the lien by sale of the defendants' plots respectively. On behalf of all the defendants, it was contended that, the land being in a register county, there was an obligation on the vendors to have some evidence in writing of their lien which could be registered, and that their allowing the deed to be registered in the ordinary way, without any notice of the lien, amounted to a representation by them that the purchasers were entitled to the land free from any lien, and that by their conduct the plaintiffs had lost their lien as against the sub-purchasers. FRY, J., refused to adopt this view, but held that the registration of the deed did not amount to any notice to third parties that the purchasers were entitled to the property free from a vendor's lien, and that the vendors were under no obligation to procure any written evidence of their lien. Some of the sub-purchasers had, on purchasing their lots, employed no solicitor, but had (to use their own words) left it to the original purchaser "to manage the business for them." In these cases FRY, J., held that the sub-purchasers had made the original purchasers their general agents to carry out the transaction, and that, consequently, it was the duty of the agents to communicate to their principals the existence of the vendor's lien, and in such a case the presumption was irrebuttable that the communication was made, and, consequently, notice of the lien must be imputed to the principals, and the plaintiffs were entitled to enforce the lien as against them. In other cases the sub-purchasers had authorized the original purchasers to employ their solicitor to prepare the conveyances to them, paying the original purchasers a small charge for the purpose, but they had not in any other way employed a solicitor or other agent in the matter. In these cases FRY, J., held that the duty of the solicitor being only to prepare the conveyance, it was no part of his duty to communicate the lien to the sub-purchasers; consequently, notice of the lien could not be imputed to the sub-purchasers through the solicitor. These were cases of purchasers for very small sums, such as £40 or £50, and the purchasers in no way investigated the title or made any inquiries about the deeds. FRY, J., said that in such cases, having regard to the small amount of the purchase-money, and to the fact that the employment of a solicitor to investigate the title would have cost probably more than the value of the property purchased, he could not hold that the persons who had thus omitted to make inquiries had wilfully shut their eyes in order not to acquire information, and unless he could come to this conclusion, he could not hold that they had constructive notice of the lien. In these cases, therefore, he held that the plaintiffs could not enforce their lien. It was proved that the original purchasers had, with the plaintiffs' consent, sold two lots to persons not parties to the action free from the lien, and it was argued that by so doing the plaintiffs had in effect given up their lien as against the other sub-purchasers. It was not, however, shown that, when the plaintiffs did this, they had any notice of the sale of other lots, and for this reason FRY, J., held that the plaintiffs could not be taken to have waived their lien. A question also arose as to the *onus probandi* of a purchase for value of the legal estate without notice. A purchaser of one lot afterwards mortgaged it. Both the mortgagor and the mortgagee were made defendants to the action. The plaintiffs alleged that both the mortgagor and the mortgagee had, when they acquired their interests, notice of the lien, and adduced evidence to prove this. It was proved that the mortgagee had notice, but the plaintiffs did not succeed in proving that the mortgagor had any notice. And, on behalf of the mortgagee it was then urged that, inasmuch as he derived title through a purchaser for value without notice, he was protected, though he himself had notice. To this it was replied that the *onus* was on the mortgagee, when it was shown that he had taken his security with notice, to prove that his mortgagor was a purchaser for value without notice, and that he had adduced no evidence of this. FRY, J., held that, inasmuch as the plaintiffs had by the allegations in their pleading and by adducing evidence in support of them, taken on themselves the *onus* of proving that the mortgagor had notice, the mortgagee was not bound to prove that he had none.—SOLICITORS, *Paterson, Snow, & Bloxam; Riddale, Craddock & Riddale; Layton & Jaques; J. W. Hickin; Ashurst, Morris, & Co.; Torr & Co.*

COUNTY COURTS.

MANCHESTER.

(Before JOHN ARCHIBALD RUSSELL, Esq., Q.C., Judge.)

January 5.—*Denton West End Permanent Building Society* v. *Tilzey.*

This was an action brought by the landlords of a dwelling-house at Marple against the defendant, the trustee under resolutions for liquidation by arrangement of the affairs of one G. F. Robinson, to recover £6, one quarter's rent of the premises accruing between June 24 and September 29 last.

A. L. Stocks (Parker & Stocks), solicitor, for the plaintiffs.

T. Davy (Sale & Co.), solicitor, for the defendant.

The facts were as follows:—In May last the debtor, being yearly tenant of the premises, filed his petition for liquidation, and in the following month the defendant was appointed trustee. He had a valuation made of the debtor's furniture which was on the plaintiffs' premises, and, pending negotiations for sale to a person on behalf of the debtor, allowed him to remain in possession. Plaintiffs' agent repeatedly requested the debtor to pay the rent due on June 24, and being unable to obtain payment threatened a distress, whereupon the trustee (the defendant) on September 21 paid such rent to preserve the property. The negotiations for sale to the debtor's friends went off, and, on September 28, the goods were sold by auction, removed, and the key given up.

Stocks, relying on the case of *Wilson* v. *Wallani* (28 W. R. 597), contended that the trustee was personally liable.

His HONOUR dissented from the ruling in *Wilson* v. *Wallani*, and was of opinion that the decision in *Ex parte Davies, Re Sneezum* (25 W. R. 49, L. R. 3 Ch. D. 463), was the better law. He wished to express no opinion as to what the defendant's position would have been had he been called upon to disclaim and had not done so, but the payment by the defendant, he considered, was made by him as trustee and not as tenant. The mere making of a valuation and selling the furniture on the premises was not such a taking possession or adoption of the tenancy as to make the defendant responsible for rent, and he accordingly nonsuited the plaintiffs, with costs.

THE INFLUENCE OF THE LEGAL PROFESSION ON THE STATE.

AT the annual dinner of the Birmingham Law Students' Society on Tuesday Sir Hardinge Giffard, Q.C., M.P., in proposing the toast of the evening, called attention to the fact that in nothing was the Anglo-Saxon character and the practical good sense of the nation more conspicuous than in the growth of our jurisprudence. It was not fettered by mere verbal definitions, but was a principle susceptible of growth. The very principles upon which our law was founded were still in full vigour and life amongst us. It had been a system of voluntary and spontaneous growth with the law as with the lawyers. If anyone looked at the earlier history and saw in what way the great profession had grown up, it would be observed that it was not upon the patronage of any great personages, but by the voluntary association of persons taking an interest in the study and practice of the law. They had formed their influences, they had made themselves a place in the State, so that in time to come the governing bodies of the State remitted the discipline and education of the professors of the law to those who were in their origin mere volunteers associated together without the authority of Government, very much after the manner of the London Guilds, who were granted privileges from the State because of the influence they had themselves acquired by their spontaneous co-operation. He was anxious to point out that that principle, considering what our national life was, ought to exist now. Speaking of the lawyers as a body it did not. Considering the extent and degree of the profession to which they belonged, their position in the State, their education and intelligence as individuals, there was no body in the country who had so little influence upon the matter with which they were immediately connected as the profession of the law. He saw every kind of association listened to with respect, and when their views were put forward in Parliament or elsewhere, if they were applicable to the particular calling with which they were concerned, they were regarded with infinite deference; but when he cast his eyes upon the legal profession it was rather put as a sneer that this or that view was the view of a lawyer, rather than as a view which ought to prevail when the amendment or alteration of the law was under discussion. He thought retribution had come upon the country for that neglect of one of its most intelligent classes. He not only referred to such subjects as bankruptcy, joint-stock banks, limited liability companies, for there was hardly one technical subject with which the Legislature had thought fit to deal that it had not made an extraordinary and clumsy muddle of. So from time to time we had the repeal, the partial repeal, the amended repeal, and finally the whole mass of rubbish was swept away to give rise to a new era of amendment in which the same process was repeated over and over again. He was amused sometimes when he heard the phrases he did hear in a certain place with reference to the suggestions of lawyers. A lawyer was not entitled to respect, for some reason which those who were not lawyers were able to explain, but which those who were lawyers were unable to do. Perhaps the most commonly urged reproach was that lawyers knew nothing about politics. What magic influence it was which invested everybody but a lawyer with political associations he did not know. He thought they had to some extent got rid of the old dramatic notion of the writers of fiction who, as a matter of course, made the villain of their plot a lawyer. He believed it had got to be recognized in these later days that it was possible a lawyer might be an honest man. If he were not, he (the speaker) was bound to say a lawyer was much worse than other men,

for it was the function of the law to strip off that hazy view of their own rights which occasionally prevented people seeing what they were doing. According to his own experience, the shabby thing, the sharp practice, the technicality that defeated justice, and the evasion which delayed it, came in nine cases out of ten from the laity, and not from the lawyer. It had occurred to him more than once that the influence of the legal profession upon the State was not what it should be, and he thought one reason for this was that there was no authoritative exposition of what was the opinion of the profession. He was, of course, not insensible to the fact that of his own branch of the profession the Attorney-General was the official exponent, but he was simply the official exponent, while with respect to the other branch there was no authoritative exponent. There was besides no union between the two branches which enabled them to learn each other's common opinion upon proposed changes or alterations in the law. It seemed to him a serious matter, gravely pressing for the attention of every lawyer, that while every kind of industry in the country was able to express its opinion their own profession was absolutely silent, or if there were faint echoes of sound from different parts of the country, they were like those jarring sounds from distant points which reduced into a confused hum that which ought to be a definite and certain sound. He would like to suggest—and he should be only too proud if the germ of such a movement were to arise from that meeting—that there should be an association of all members of the profession and the law, not confined to any locality, not dedicated necessarily to change, but something in the nature of those institutes—the Iron and Steel Institute, for example—which recognized as peculiarly belonging to themselves the preservation of the interests which they respectively represented. This was certainly not the time in which the lawyers should remain behind in the race of true progress. If they had this position they would not have upon the Statute-book a hasty, ill-considered jumble of words. Nothing could be a greater contrast to the principles of common law than the mass of sometimes wholly unintelligible words heaped together, of course by gentlemen of great intelligence in their line, but not lawyers, and who would decline to receive the assistance of lawyers, and who from time to time put reason, logic, and even grammar at absolute defiance. He challenged the learned judge (Mr. Motteram) to deny the truth of his words. If the influence of the law were in that way brought to bear upon legislation we should hear less of the mode in which Acts of Parliament were manufactured in the House of Commons, because, as Lord Coke had said, in that event it would be remitted to the learned to prepare the statutes; the laity having pointed out the evil they suffered from, the learned would find the remedy.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, 2nd inst., the following being present—viz., Mr. Sawtell (chairman), and Messrs. Desborough, jun., Hedger, Parkin, Sidney Smith, Styan, and A. B. Carpenter (secretary)—grants of £45 were made to the daughters of non-members, one new member was elected, and the ordinary general business was transacted.

WORCESTER AND WORCESTERSHIRE LAW SOCIETY.

The annual meeting of this society was held at the Law Library, Pierpoint-street, Worcester, on Tuesday last. Present:—Mr. T. G. Hyde, president; Mr. W. P. Hughes, vice-president; Messrs. F. Parker, S. M. Beale, H. G. Goldingham, E. A. Davis, G. Clarke, G. W. Bentley, W. W. A. Tree, J. H. Whalley, H. Goldingham, jun.; W. Allen, hon. treasurer; and F. Ronald Jeffery, hon. secretary. The report of the committee having been adopted, and the treasurer's accounts passed, Mr. W. P. Hughes, after referring to the special services rendered by Mr. T. G. Hyde to the society as their president during the past year, and to the fact that he had been elected an extraordinary member of the Council of the Incorporated Law Society for the year ending November next, moved: "That in recognition of such services he be re-elected as their president for the ensuing year," and this proposition, having been seconded by Mr. S. M. Beale, was unanimously carried. Mr. W. P. Hughes was re-elected vice-president, and Mr. W. Allen hon. treasurer, and Mr. F. R. Jeffery hon. secretary. The following gentlemen were elected members of the committee, in addition to the *ex-officio* members: Messrs. S. M. Beale, F. Parker, E. A. Davies, T. Southall, and H. Goldingham, jun. A unanimous resolution was passed that it was desirable that the society should be incorporated, and other resolutions were agreed to for the purpose of carrying such incorporation into effect. The sum of £5 was also voted for the purpose of providing two prizes to be competed for by members of the Worcester and Worcestershire Law Students' Society, under regulations to be framed by the committee. At this meeting Mr. Edward Nevinson, of Malvern, solicitor, was elected a member of the society; and the meeting concluded with the usual vote of thanks to the chair.

The following are extracts from the report of the committee:—

The present number of members is fifty-nine as against sixty last year.

Soliciting proofs and proxies in bankruptcy.—The committee's attention having been drawn to a practice adopted by some members of the profession of soliciting proofs and proxies in bankruptcy proceedings, a resolution was passed by the committee that such a practice was contrary to professional etiquette, and was to be deprecated.

London agents' charges.—The Liverpool Incorporated Law Society having drawn attention to the practice of many London agents charging in certain cases for work actually done in the country, your committee concurred in the soundness of the principle that as a general rule London agents should only charge for work actually done by them, and intimated to the Liverpool Law Society that they would be prepared to take any steps in conjunction with other societies which might be considered desirable for obtaining the general recognition of the principle.

Services of notices of incumbrances on solicitors of trustees and the case of Raynor v. The Saffron Waldon Building Society.—The effect of this case on the practice of solicitors accepting services of notices of incumbrances on behalf of their clients was considered by your committee, and they resolved that having regard to the decision in that case such practice could not safely be continued. They however recommended that, in all cases where the parties to be served were known to have a solicitor, service of any notice should be effected through such solicitor, and suggested that the most convenient course would be to request such solicitor to attend upon his clients and obtain their acceptance of service by a memorandum indorsed on the duplicate notice. A copy of the resolution passed was sent to each member of the society, and to all solicitors practising in this city.

The Conveyancing and Law of Property Act, 1881.—This Act, which came into operation on 1st of January, effects a radical change in the law and practice of conveyancing. Its aim is to simplify the law of property, and by diminishing the length of deeds, to lessen the expense of dealing with land. Your committee hope that the profession will give this important Act a fair trial, and make use of its provisions as far as practicable. Your committee at the same time feel that it is of the utmost importance in relation to this Act that the charges to be allowed under the Solicitors' Remuneration Act should be framed on a just and remunerative basis; otherwise the Conveyancing Act cannot fail but to operate injuriously to the profession. As soon as the General Order under the Solicitors' Remuneration Act has been issued it may be desirable to have a special meeting of the society to consider both these Acts, and the practice to be adopted thereunder by members of this society.

Solicitors' Remuneration Act, 1881.—The question of remunerating solicitors in conveyancing business by an *ad valorem* scale has been before the profession for some years, and various scales have been considered by this society. The committee have now before them for consideration the draft order suggested by the Council of the Incorporated Law Society to be adopted under the above Act. Your president attended a meeting of the Associated Provincial Law Societies, held in London, on the 15th and 16th of December last, when the whole question was discussed, and the views of the country societies upon the proposed draft order were communicated to the Council of the Incorporated Law Society, and an amended draft proposed order more in accordance with such views has since been issued by the council of such society.

Report of the Legal Procedure Committee.—This very important report has had the careful consideration of your committee, and they have communicated their views thereon to the Council of the Incorporated Law Society, and also to the Associated Provincial Law Societies. They cordially approve of the efforts therein made to simplify the existing procedure, and which they think will, if carefully worked out, tend to expedite proceedings in actions. They believe that in the large majority of actions pleadings may be dispensed with, but they think that where it is found necessary or desirable to have pleadings there shall be power for a master to allow them without going to a judge as provided by the report. They also agree that the ordinary mode of trial should be by a judge without a jury. If shorthand writers are to be appointed under suggestion 13 they consider they should be public officers paid out of the public funds, the suitors paying for such copies only of the shorthand writers' notes as they may require; they also consider that in actions where less than £200 is involved (suggestion 20) there should be no appeal without leave of a judge, and no right to a special jury, but, in such cases, the present scale of costs ought not to be reduced, though a rule might be made that fees of only one counsel should be allowed unless the judge certified for two. A large committee appointed at a meeting of the Incorporated Law Society on the 18th of November last is still sitting, and, when it has reported, the subject will be further considered by the Associated Provincial Law Societies.

WOLVERHAMPTON LAW ASSOCIATION.

The annual general meeting of this association was held at the Law Library, on Tuesday afternoon. H. C. Owen, Esq. (Mayor of Wolverhampton), presided over a good attendance of members, amongst those present being Mr. H. H. Fowler, M.P. A proposal to concur with the Birmingham Law Society in adopting a uniform set of common form conditions of sale by public auction was negatived, and the present conditions of the Wolverhampton Law Association were directed to be referred to counsel for re-settlement with reference to the new Conveyancing Act. The annual report, read by the secretary (Mr. Alfred Whitehouse), showed that the committee had most carefully considered various Bills for the amendment of the law, particularly the Bankruptcy Bill, Conveyancing and Law of Property Bill, and made suggestions for the amendment of the same, which were transmitted to the Incorporated Law Society and others interested therein. The treasurer's report was also read, and showed a very satisfactory balance in favour of the funds of the society. On the proposition of the Mayor, seconded by Mr. H. Brevitt, Mr. S. Wells Page was elected president for the ensuing year; Mr. W. H. Colebourn was elected vice-president, and Messrs. Alfred Whitehouse and Henry Stanley, jun., were respectively re-elected secretary and treasurer. Messrs. T. Walker, W. A. Green, T. Dallow, and R. W. Rutter retired from the committee pursuant to rule 18, and Messrs. Walker and Green being eligible for re-election, were, together with Mr. H. C. Owen (the retiring president), and Mr. F. T. Langley, elected to fill the vacancies on the committee. The customary complimentary votes of thanks having been passed to the officers for the past year, the proceedings terminated. The annual dinner took place at the Star and Garter Hotel in the evening.

LAW STUDENTS' JOURNAL.

MIDDLE TEMPLE.

The following list of scholarships for Hilary Examination, 1882, has just been issued :—Common and Criminal Law—William Clark (a), first-class scholarship of 50 guineas; Robert John Newell (b), second-class scholarship of 20 guineas. Real and Personal Property—Robert E. Partridge (a), first-class scholarship of 50 guineas. Equity—R. D. Sethna (a), first-class scholarship of 50 guineas; George M. Ballon (b), second-class scholarship of 20 guineas. International and Constitutional Law—Robert Francis Harrison (a), first-class scholarship of 50 guineas; Valentine J. Hussey-Walsh (b), second-class scholarship of 20 guineas.

CALLS TO THE BAR.

The undermentioned gentlemen were last week called to the bar :—

INNER TEMPLE.—Charles Coombe Tennant, B.A., Oxford; Henry Cornish, Associate of King's College, London; Herman John Falk, M.A., Oxford; Arthur Evans, B.A., Cambridge; Henry Milly Beevor, B.A., LL.B., Cambridge; Charles Henry Cook, B.A., Cambridge; Alfred Standring, B.A., LL.B., Cambridge; Albert Joel Ellis, B.A., Oxford; Charles Frederick Goss, B.A., Cambridge; Malcolm William Searle, B.A., LL.B., Cambridge; Henry Frederick Amedroz, London; Victor Beare Fitz-Gibbon, B.A., Dublin; Thomas Henry Russell, LL.B., Cambridge; Walter Cranley Ryde, B.A., Oxford; Thomas Alexander Martin, B.A., Oxford; William John Lee (holder of a Pupil Scholarship in Equity awarded by the Inner Temple, July, 1881), B.A., Cambridge; Samuel Frederick Smithson, Cambridge; Arthur Watkin Williams Wynn, B.A., Oxford; Henry Francis Herbert Thompson, B.A., Cambridge; William Henry Cross, B.A., Oxford; William Radcliffe, Oxford; the Hon. John William Mansfield, B.A., Cambridge; William Fielden Craies, M.A., Oxford; George Latham Davis, B.A., Cambridge; Henry Edmund Simonds, B.A., LL.B., Cambridge; Henry Lawrence Prior, B.A., Oxford; Arthur Brooke Lloyd, B.A., Oxford; William James Noble, M.A., Oxford; George Elliott; George St. John Mildmay, B.A., Cambridge; John Forrester M'Ewen, B.A., Cambridge; Henry Herbert Browell, B.A., Cambridge; Herbert Burgess Barrett, Cambridge; and John Overend Evans, Esqs.

MIDDLE TEMPLE.—Archibald Christie; Charles White Burroughs, Trinity College, Dublin, LL.D.; Charles William Imrie; Dolatray Surbhai Desai, London University, LL.B.; David Fowler Burton; Alfred Victor Blumberg, St. John's College, Oxford, B.A.; William Bold Hurry, Downing College, Cambridge, B.A.; Charles Simon Davson, Trinity Hall, Cambridge, B.A., LL.B.: John Lithiby, University of London; James George Frazer, M.A., and Fellow, Trinity College, Cambridge; Charles Francis Barrow; Roger William Wallace, University of London; George Charles Frames, B.A., LL.B., Christ's College, Cambridge, and B.Sc., University of London, Esqs., and Major Richard Thomas Higgins.

LINCOLN'S-INN.—Walter Ivimey Cook, University of London; Robert Stewart Menzies, B.A., Oxford; Herbert Henry Child, B.A., Cambridge; Thomas Rees Jones, B.A., Cambridge; George William Tallents, B.A., Oxford; William Robert Sheldon, B.A., Oxford; Arthur Allen Wickens, Balliol College, Oxford; Arthur Moss Lawrence, University of London; Samuel Moore, B.A., Cambridge; Ho Kai (Lincoln's-inn Scholarship in Equity, 1881), of Hongkong, China (M.B., C.M., Aberdeen); and John Wanklyn M'Connel, M.A., Cambridge, Esqs.

GRAY'S-INN.—Henry Albert Alcazar, and Henry Loder Beddy, Esqs.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, January 17.—Mr. Kirk in the chair.—Mr. T. T. Trotter was elected a member. The following question was appointed for debate:—"S., a Portuguese woman by birth and domiciled in Portugal, marries in England B., also a Portuguese by birth, but at the time of the marriage domiciled in England. S. and B. are first cousins, and by the law of Portugal first cousins are, except by dispensation from the Pope, incapable of contracting marriage. Is the marriage of S. and B. valid by the law of England?" (*Sottomayor, otherwise De Barros*, v. *De Barros*, L. R. 2 P. D. 81, 3 P. D. 1, 5 P. D. 94). The debate was opened in the affirmative by Mr. J. W. Mills, and, after some discussion, the question was put to the meeting and decided in the affirmative by a majority of six votes.

Tuesday, January 24.—Mr. W. Bartlett in the chair.—Mr. F. de B. Strickland was elected a member. The debate appointed to take place was upon the question, "Has the Irish policy of the Government been satisfactory?" Mr. W. A. Bilney opened the discussion in the affirmative, and was supported by Messrs. Radford, Stevenson, Rhys, and Payne. The negative view was supported by Messrs. Hutton, C. E. Barry, Strickland, Neale, and Pope. On a division the question was decided in the negative by a majority of three votes. There were thirty-four members present.

Tuesday, January 31.—Mr. F. J. Green in the chair.—It was announced that at the next meeting, to be held on the 7th of February, the society would proceed to elect a secretary in the place of Mr. Napier, who resigns. The subject appointed for debate was the following:—"A. has exclusive use of a room in a house for which he pays a weekly rent amounting to less than £10 a year. The landlord lives on the premises but renders no service. B. occupies a room in a house under similar circumstances, except that the landlord does not reside in the house. (1) Is A. entitled to a parliamentary vote as a householder? (2) Is C. so entitled?" (*Bradley* v. *Bayliss*; *Morfee* v. *Nowis*; *Kirby* v. *Biffen*; 30 & 31 Vict. c. 102, ss. 3, 4, 7, 61; 32 & 33 Vict. c.14, ss. 3, 4, 19; 41 & 42 Vict. c. 26, ss. 5, 14.) Mr. Pope opened the discussion in the affirmative and Mr. Sargent in the negative. In the debate which followed Messrs. Dees, Vanderpump, Barry, Trotter, and Kirk took part. At the conclusion of the debate both questions were put to the meeting, the former being decided in the negative, the latter in the affirmative.

UNITED LAW STUDENTS' SOCIETY.

At a meeting held at Clement's-inn on Wednesday, January 11, Mr. Kains-Jackson in the chair, Mr. Richardson moved "That the law of distress for rent should be abolished." The opener was supported by Mr. Spence and opposed by Messrs. Edlin, Shirley, and Jenks. Mr. Richardson having replied, the chairman summed up, and, upon being put to the meeting, the motion was lost by five votes.

At a meeting held at Clement's-inn Hall, on Wednesday, the 25th of January, Mr. Francis O. Edlin in the chair, Mr. C. Kains-Jackson moved, "That the case of the persons imprisoned for bribery is a fitting one for the exercise of her Majesty's clemency." The opener was supported by Messrs Maclaren and Tillotson, and opposed by Messrs. W. C. Owen and Rundle, Levey. Mr. Kains-Jackson having replied, the chairman summed up, and the motion upon being put to the meeting was declared carried.

At the Law Institution on Monday, the 30th of January, Mr. C. Parsons opened the moot, which was as follows:—"Are the persons who go to a prize fight to see the combatants strike each other, and who are present when the combatants so strike each other, guilty of an assault?" Mr. Parsons contended that, in the absence of evidence of actual incitement, the question should be answered in the negative, and in this contention he was supported by Mr. Barham and opposed by Messrs. Baker and Colyer. Mr. Parsons having replied, the chairman summed up, and upon the vote the meeting was equally divided. The chairman gave his casting vote against Mr. Parsons.

The usual weekly meeting of this society was held on Wednesday, the 1st inst., at Clement's-inn Hall, Mr. D'A. B. Collyer in the chair, when Mr. H. H. Richardson moved, "That the exigencies of parliamentary debate require the institution of the *clôture*." Mr. Mott Whitehouse seconded the motion, which was supported by Messrs. Joel, Parker, Parsons, and Bartrum, and opposed by Messrs. Broun, Rosher, Kains-Jackson, Dennis, and Tillotson. The chairman summed up and put the question to the meeting, when the motion was lost by a majority of four. The house adjourned at 10.15 p.m.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The annual meeting and dinner took place on Tuesday evening at the Grand Hotel, under the presidency of Sir Hardinge S. Giffard, Q.C., M.P. The vice-chair was occupied by Mr. Edwin Parry, registrar of the Birmingham County Court. The toast of "The Queen and the Royal Family" having been proposed by the president, the annual report of the committee was read by the hon. secretary. It showed that during the year 3 honorary members had joined the society and 19 had ceased to be members. The total number of honorary members was 220, against 227 at the close of last year. Thirty-three new ordinary members had been added to the society during the year, 2 had been called to the bar, 21 were admitted solicitors, thus becoming honorary members, while 13 had ceased to be members of the society. The number of ordinary members was now 82, as against 81 last year, 87 in 1879, 84 in 1878. The total number of the members of the society was 302—viz., 15 barristers and 205 solicitors, and 82 bar students and articled clerks. After referring to the events of the year, the committee stated that they had reason to believe the scheme for the appointment of a reader and lecturer to hold classes in Birmingham for the benefit of the students of the town and neighbourhood would soon be in active operation. The subject of the Union prize for 1880, offered annually by the United Law Students' Society in London for competition by members of the law students' societies throughout the country, was "The Marriage Laws of England and Scotland, and what steps, if any, should be taken to assimilate them." The first prize, of £5 5s., was awarded to Mr. F. W. Steer, a member of the Birmingham Society. The subject of the prize essay of the society awarded annually for the past session, upon some legal or jurisprudence subject, was "The Law of Master and Servant," and the first prize was awarded to Mr. E. C. Rogers.

On the motion of the President, seconded by Mr. Deakin, the report and statement of accounts were adopted.

The President proposed, "The Birmingham Law Students' Society." Mr. G. Huggins responded, and stated that the general opinion was that the society was in a most flourishing state. "The Bench and Bar" was proposed by Mr. E. O. Smith, and acknowledged by Mr. Motteram, Q.C., and Mr. Hugo Young. "The Birmingham Law Society" was given by Mr. E. Parry, and replied to by Mr. H. Lakin Smith. "The Health of the President," proposed by Mr. H. M. Barrows, terminated the proceedings.

MANCHESTER LAW STUDENTS' SOCIETY.

The sixth meeting of the session of this society was held at the Law Library, Cross-street, on Tuesday week, at half-past six-o'clock, when the chair was taken by Mr. James Cottingham, B.A., barrister-at-law, the question for discussion being as follows:—"Was the expulsion of Mr. Bradlaugh from the House of Commons justifiable?" The affirmative was opened by Mr. Brooks, and he was supported by the Hon. sec. and Messrs. Read and Rowland. The negative was argued by Mr. Abell, who was followed by Messrs. Rayner, Winser, Batty, and Rycroft. The chairman summed up the arguments, and the question was ultimately decided in the negative by a majority of seven. A vote of thanks to the chairman closed the proceedings.

The number of "fair rent" applications by Irish tenants under the Land Act sent in up to Wednesday is 68,100.

OBITUARY.

MR. JOHN MARRIOTT DAVENPORT.

Mr. John Marriott Davenport, solicitor and notary, clerk of the peace for Oxfordshire, died at Oxford on the 31st ult., after a long illness. Mr. Davenport was born in 1809. He was admitted a solicitor in 1830, and had practised for over half-a-century at Oxford, having a large number of clients among the gentry and clergy in the district. He was a notary public and a perpetual commissioner for Oxfordshire and Berkshire, and he had held several important public appointments. He had been for many years clerk of the peace and clerk to the lieutenancy for Oxfordshire, and since the passing of Court of Probate Act he had been registrar of the Oxford District Probate Registry of the High Court of Justice. He was registrar of the diocese of Oxford, and secretary to several successive bishops of Oxford, but about three years ago he was succeeded in the latter office by his son, Mr. Thomas Marriott Davenport, M.A., of Pembroke College, Oxford, who was admitted a solicitor in 1867. Mr. Davenport was for many years in succession appointed undersheriff of Oxfordshire, and he was one of the proctors in the Vice-Chancellor's court. His death has caused universal regret at Oxford.

UNQUALIFIED PRACTITIONERS.

At the Birmingham Police Court on Tuesday, before Mr. Kynnersley (stipendiary), and Mr. J. D. Goodman, Frederick Charles Cooke, of Broadstreet, Bristol (formerly a solicitor's clerk at Monmouth), was summoned under the Solicitors Act, 1874, for wilfully pretending to be a solicitor on the 24th of August last. Mr. G. Lee (of the firm of Horton, Lee, & Lee) prosecuted on behalf of the Incorporated Law Society. Mr. Butcher (deputy-registrar of the county court) was in attendance to give evidence as to the procedure of the court. In reply to Mr. Hebbert (the magistrates' clerk), defendant said he had only once represented himself as a solicitor. Mr. Lee said that prisoner was charged under section 12 of the Solicitors Act, which stated that, "any person who wilfully and falsely pretends to be, or takes or uses any name, title, addition, or description, implying that he is duly qualified to act as an attorney or solicitor, or that he is recognized by law as so qualified, shall be guilty of an offence under this Act, and be liable to a penalty not exceeding the sum of £10 for each such offence. Mr. Lee, continuing, said that this was one of the first cases which had occurred in the district, but last year a man was summoned for a similar offence at the Guildhall, London, and found guilty. The facts of this case were rather peculiar. The defendant, who had formerly been a solicitor's clerk at Monmouth, sent instructions in August last to the registrar of the Birmingham County Court against a debtor in Birmingham, he (defendant) representing himself to be a solicitor and the plaintiff's lawyer. On summonses of this kind a fee of ten shillings is allowed to the solicitor, and the debtor was charged with it by the court; but before the summons was heard the imposition was detected and the case dismissed. Offences of a similar nature occurred all over England, but they were difficult to discover. Since the issue of the magistrates' summons the defendant had written to him, stating that he was sorry for what had taken place, but the plaintiff in the action was an old friend of his, and it had only been done in a friendly way. The stipendiary remarked that the society was quite right in instituting the proceedings. However, as they only wished publicity given to them, and as defendant had pleaded Guilty, he should only order him to pay a fine of £2 and costs, although the full penalty of £10 might have been enforced

On the 26th ult., before the Queen's Bench Division sitting *in Banc*, Mr. W. Murray, on behalf of the Incorporated Law Society, moved for a rule to show cause why a writ of attachment should not issue against Samuel Symons, an accountant, for a contempt of court. The offence alleged was having acted as a solicitor, or as a solicitor sued out a writ out of the High Court in the case of *Dockings* v. *Vickary* without being duly qualified to act in that behalf, contrary to the provisions of 6 & 7 Vict. c. 73, s. 2, and 23 & 24 Vict. c. 127, s. 26. The learned counsel referred to a similar case of *In re Hunt*, decided by Mr. Justice Grove and Mr. Baron Huddleston.

Their lordships granted a rule.

SCOTTISH DEFENDANTS IN ENGLISH COURTS.

On Tuesday four deputations waited on Lord Rosebery and the Lord Advocate at Edinburgh. The first deputation consisted of representatives from the Edinburgh Town Council, the governors of the Merchant Company, and the directors of the Chamber of Commerce and Trade Protection Society, and had reference to the assumed jurisdiction of English courts over domiciled Scotchmen. Lord Provost Sir Thomas Boyd introduced the deputation. He remarked that the practice seemed to be in direct violation of the Act confirming the Treaty of Union, and said it inflicted hardships on the people of Scotland. Treasurer Harrison said that the amount of costs was very much greater when an action was taken to England. Other members of the deputations having expressed their views,

The Lord Advocate said he wished to assure the deputation that they were quite satisfied that here there was a genuine Scotch grievance. It was not the intention of the framers of the order of 1875, or the amended order, that it should be worked in the way in which it was done. His own experience bore out what had been said of the hardships to which domiciled Scotchmen were subject, and they had a recent case in the Court of Session, showing how the order was made to operate. It was a question how best they might remedy the grievance, and probably it would be by representation to the Lord Chancellor, as the making of those orders was subject to the cognizance of the English judges. There was a suggestion to deal with the question by a Bill, but it did not seem such a hopeful way of getting the matter put right as the proposal to get the matter rescinded or amended. The real *gravamen* of the complaint was that the order had been used as a means of getting at individual defendants resident in Scotland when there was no one else concerned in the case, and nothing should prevent the trial being in Scotland.

A deputation from the legal bodies on the same subject was received, and the Lord Advocate expressed himself to the same effect as he did to the first deputation.

LEGAL APPOINTMENTS.

Mr. Henry Hallifax Wells, solicitor, of 8, Paternoster-row, and Barnet, has been appointed Solicitor to the Barnet Licensed Victuallers' Protection Association. Mr. Wells was admitted a solicitor in 1871.

Mr. John Payter, solicitor, of Kington and New Radnor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. William St. James Wheelhouse, Q.C., has been elected Treasurer of the Society of Gray's-inn for the current year.

Mr. George Peter Martin, barrister, has been appointed Secretary to the Committee nominated by the Admiralty to inquire further into the cause of the loss of the *Doterel*. Mr. Martin was called to the bar at the Middle Temple in Hilary Term, 1872. He is deputy judge advocate of the Fleet at Portsmouth.

Mr. Thomas Atkinson, solicitor (of the firm of Shirley, Atkinson, & Donner), of Doncaster and Scarborough, has been elected Coroner for the Borough of Doncaster, in succession to his partner, the late Mr. Arthur James Shirley. Mr. Atkinson was admitted a solicitor in 1857. His senior partner, Mr. William Edward Shirley, is town clerk of Doncaster, and registrar of the Doncaster County Court.

Mr. Basil Field, solicitor (of the firm of Field, Roscoe, Francis, & Osbaldeston), of 36, Lincoln's-inn-fields, has been appointed Honorary Solicitor to the Parkes Museum. Mr. Field is the son of the late Mr. Edwin Wilkins Field, solicitor. He is a B.A. of the University of London, and he was admitted a solicitor in 1860.

Mr. Fielding Clarke, barrister, has been appointed Attorney-General for the Colony of Fiji. Mr. Clarke is an LL.B. of the University of London. He was called to the bar at the Middle Temple in May, 1876, and has practised on the North-Eastern Circuit, and at the West Riding, Leeds, and Sheffield Sessions.

Mr. Edwin Wood, solicitor (of the firm of Blachford, Riches, Kilsby, & Wood), of 21, College-hill, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTION OF PARTNERSHIP.

Samuel Newman and Charles William Powell, solicitors (Powell, Newman, & Powell), Newport Pagnell. Jan. 1.

[*Gazette*, Jan. 31, 1882.]

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Cheeambadi (Wynaad) District Gold Mining Company, Limited.—Petition for winding up, presented Jan 25, directed to be heard before Chitty, J, on Feb 4. Beall and Co, Queen Victoria st, solicitors for the petitioner

Foreign Provision, Wine and Spirit Trading Association, Limited.—Kay, J, has fixed Feb 6, at 11, at chambers of Chitty, J, for the appointment of an official liquidator

La Concepcion Gold Mining Company, Limited.—Kay, J, has fixed Saturday, Feb 4, at 12, at chambers of Chitty, J, for the appointment of an official liquidator

South Essex Equitable Investment and Advance Company, Limited.—By an order made by Kay, J., dated Jan 18, it was ordered that the voluntary winding up of the company be continued. Storey and Cowland, Theobald's rd, Gray's inn, agents for Crick and Freeman, Maldon

South Garston Dock and Warehouse Company, Limited.—Petition for winding up, presented Jan 26, directed to be heard before Chitty, J, on Feb 4. Sharpe and Co, New ct, Carey st, agents for Harvey and Co, solicitors for the petitioner

Uplers Brickfields Company, Limited.—By an order made by Kay, J, dated Jan 19, it was ordered that the company be wound up. Longcroft and Myers, Clement's inn, Strand, solicitors for the petitioner

[*Gazette*, Jan. 27.]

Foreign Provision, Wine and Spirit Trading Association, Limited.—By an order made by Kay, J, dated Jan 19, it was ordered that the association be wound up. MacColla, Cheapside, solicitor for the petitioner

German Date Coffee Company, Limited.—Petition for winding up, presented Jan 30, directed to be heard before Chitty, J, on Feb 11. Longcroft and Myers, Clement's inn, Strand, solicitors for the petitioners

La Concepcion Gold Mining Company, Limited.—By an order made by Kay, J, dated Jan 19, it was ordered that the company be wound up. Montagu, Bucklersbury

LONDON AND PROVINCIAL TRADERS' WHOLESALE STORES, LIMITED.—By an order made by Kay, J, dated Jan 19, it was ordered that the stores be wound up. Maples and Co, Frederick's pl, Old Jewry, solicitors for the petitioners

QUARTZ HILL CONSOLIDATED GOLD MINING COMPANY, LIMITED,—Petition for winding up, presented Jan 30, directed to be heard before Hall, V.C., on Feb 10. Bolton and Co, Lincoln's inn fields, solicitors for the petitioner

SOCIETY OF AFRICAN TRADERS, LIMITED.—By an order made by Fry. J, dated Jan 21, it was ordered that the society be wound up. Cotton, Southampton bldgs, solicitor for the petitioner

SONORA COMPANY, LIMITED.—By an order made by Kay, J, dated Jan 21, it was ordered that the company be wound up. Sedgwick, New Broad st, solicitor for the petitioners

TEXAS FREEHOLD FARM AND EMIGRATION UNION, LIMITED.—Hall, V.C., has, by an order dated Jan 20, appointed Charles Edward Soppet, 48, Newgate st, to be official liquidator. Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to the above. Saturday, March 11, at 12, is appointed for hearing and adjudicating upon the debts and claims

TYNE PUBLISHING COMPANY, LIMITED.—By an order made by Kay, J, dated Jan 21, it was ordered that the voluntary winding up of the company be continued. Pattison and Co, Queen Victoria st, agents for Armstrong and Sons, Newcastle-on-Tyne, solicitors for the petitioner

[*Gazette*, Jan. 31.]

FRIENDLY SOCIETIES DISSOLVED.

COURT 6080 PRIDE OF PIMBO LANE ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, Railway Hotel, Pimbo lane, Upholland, Lancaster. Jan 23

FEMALE FRIENDLY SOCIETY, Saracen's Head Inn, Weston-on-Trent, Stafford. Jan 20

LITTLEPORT GOOD INTENT LODGE OF ANCIENT SHEPHERDS' FRIENDLY SOCIETY, Littleport, Cambridge. Jan 24

UNITED TEMPLARS' MUTUAL BENEFIT SOCIETY, St. James's School, St. James's rd, Liverpool. Jan 25

[*Gazette*, Jan. 27.]

DINGLE CRUSADERS' GOOD TEMPLAR MUTUAL BENEFIT SOCIETY, St. Philemon's Mission Room, Spring st, Liverpool. Jan 28

MINERVA LODGE, No. 754, INDEPENDENT ORDER OF ODD FELLOWS, MANCHESTER UNITY, Brown Cow Inn, Bentham, York. Jan 28

NOTTINGHAM COUNTY FRIENDLY SOCIETY, Nottingham. Jan 28

[*Gazette*, Jan. 31.]

NEW ORDERS, &c.

PRIVATE BILL OFFICE, HOUSE OF LORDS.

NOTICE TO AGENTS.

In order to expedite business, the agents having the conduct of Private Bills are desired to give immediate notice in this office of any Bill in their charge which, for any reason, will not be proceeded with during the present Session.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, Feb. 6	Mr. Farrer	Mr. Koe	Mr. Merivale
Tuesday 7	Teesdale	Clowes	King
Wednesday..... 8	Farrer	Koe	Merivale
Thursday 9	Teesdale	Clowes	King
Friday 10	Farrer	Koe	Merivale
Saturday..... 11	Teesdale	Clowes	King
	Mr. Justice FRY.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, Feb..... 6	Mr. Latham	Mr. Cobby	Mr. Ward
Tuesday 7	Carrington	Jackson	Pemberton
Wednesday..... 8	Latham	Cobby	Ward
Thursday 9	Carrington	Jackson	Pemberton
Friday 10	Latham	Cobby	Ward
Saturday..... 11	Carrington	Jackson	Pemberton

SURREY ASSIZES.

The commission will be opened on the afternoon of Monday, the 6th of February, and business commenced in both courts the next morning at half-past ten o'clock in the forenoon precisely.

All clerks to justices are requested forthwith to send the depositions to the Deputy Clerk of Assize.

Jan. 31, 1882.

SALES OF ENSUING WEEK.

Feb. 8.—MESSRS. FARRENBOTHER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Freehold Property (see advertisement this week, p. 4).

Feb. 9.—MESSRS. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Leasehold Estates (see advertisement this week, p. 4).

At the Stock and Share Auction Company's sale, held on January 31, at their sale-room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Pure Beverage Company £1 shares, 9s. 6d.; New Zealand Kapanga Gold Mining £1 shares, fully paid, 11s.; Egypt Pref., 87½ (for money) Unified, 62½; Rhodes Reef Gold Mining £1 shares, 12s. 6d.; Nondyeroog Gold Mining £1 shares, 10s.; Oriental Telephone £1 shares, 10s. paid, 9s. 6d.; and other miscellaneous securities fetched fair prices.

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

ALBANO, BENEDICT, Welbeck st, Cavendish sq, Civil Engineer. **Feb 15. Amos, Clement's inn, Strand**

BARRETT, THOMAS, Cable st, St. George's-in-the-East, Bricklayer. **Feb 18. Stones and Co, Finsbury circus**

BATTERSON, WILLIAM, Girton, Cambridge, Farmer. **June 1. Wayman, Cambridge**

CROSLAND, RICHARD, Westwood Farm, Leeds, Gent. **May 1. Harrison and Beaumont, Wakefield**

ELIN, FREDERICK, Binstead, nr Ryde, I.W., Esq. **March 16. Bompas and Co, Great Winchester st**

FELKIN, ROBERT, Albert rd, Regent's park, Esq. **Feb 27. Anderson and Sons, Ironmonger lane, Cheapside**

GARSIDE, FIRTH, Hurst Brooke, Ashton-under-Lyne, Mechanic. **Feb 22. Clayton, Ashton-under-Lyne**

GARSIDE, SARAH, Botany, Ashton-under-Lyne. **March 1. Clayton, Ashton-under-Lyne**

HARRIS, THOMAS, Shalton, Bedford, Farmer. **June 1. Becke and Green, Northampton**

HEDGER, JAMES, Newbury, Berks, Gent. **Feb 15. Hedger, Furnival's inn, Holborn**

HORE, JANE, Shaldon, Devon. **March 25. Whidborne and Tozer, Teignmouth**

JONES, EDWIN, Pencoyd, Hereford, Farmer. **Feb 2. Jones, Aldebert terr, Clapham rd**

LINTON, WILLIAM, Oakington, Cambridge, Retired Farmer. **June 1. Wayman, Cambridge**

LITTLEWOOD, ALICE, Wisbech, Cambridge. **March 1. Collins, Wisbech**

MARSHALL, CHARLES LAMBERT, Herne hill, Surrey, Gent. **Feb 14. Smith and Son, Aldersgate st**

MARTIN, GEORGE, Smallhythe, Kent, Farmer. **Feb 9. Mace, Tenterden**

MORDECAI, ELIZABETH, Cambridge. **June 1. Wayman, Cambridge**

NAISH, LOUIS EDMUND, Ashley hill, Bristol, Sewing Cotton Manufacturer. **Feb 28. Brittans and Co, Bristol**

NEWTON, GEORGE, Thorpe-on-the-Hill, Lincoln, Bricklayer. **Jan 28. Tweed and Co, Lincoln**

SETTLES, WILLIAM, West Ham, Essex, Gent. **Feb 25. Stones and Co, Finsbury circus**

SHAW, JOHN, Barnsley, York, Gent. **March 31. Dibb and Co, Barnsley**

STUBBERFIELD, WINIFRED, St. Leonard's-on-Sea. **Feb 28. Meadows and Elliott, Hastings**

SWANN, JOHN JAMES, Cambridge, Furniture Remover. **June 1. Wayman, Cambridge**

WOCHA, GEORGE, Scawfell st, Hackney rd, Licensed Victualler. **Feb 20. Pownall and Co, Staple inn**

WOODALL, WILLIAM, Kingston-upon-Hull, out of business. **March 1. Goy and Cross, Barton-upon-Humber**

WORLOCK, AMELIA, Bristol. Feb 18. Cumberland, Bristol [*Gazette*, Jan. 17.]

LONDON GAZETTES.

Bankrupts.

FRIDAY, Jan. 27, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Begbie, Henry Du Vernet, Walbrook, Mine Owner. Pet Jan 23. Murray. **Feb 10 at 11**

Bushman, Newton Ramsay, Bishopsgate st, Contractor. Pet Jan 24. Murray. **Feb 10 at 11**

Grant, Christian Disandt, Alexandra rd, Gipsey Hill, Retired Colonel. Pet Jan 25. Brougham. **Feb 7 at 12**

Jory, James, Archer st, Westbourne grove, Builder. Pet Jan 25. Brougham. **Feb 7 at 12 30**

Moir, Alexander Mitchell, Merton rd, South Hampstead. Pet Nov 17. Hazlitt. **Feb 7 at 11**

To Surrender in the Country.

Boorman, Walter, Rainham, Kent, Builder. Pet Jan 23. Hayward. **Rochester, Feb 13 at 2**

Cantrill, Matthew Henry Frost, Winster, Derby, Surgeon. Pet Jan 24. Weller. **Derby, Feb 8 at 12**

Dixon, John Charles, Birmingham, Butcher. Pet Jan 23. Parry. **Birmingham, Feb 10 at 2**

Drake, Joseph, Bradford, York, Mason. Pet Jan 24. Lee. **Bradford, Feb 10 at 12**

Dupen, S S , Bristol, Licensed Victualler. Pet Jan 25. Harley. **Bristol, Feb 8 at 2**

Hopkins, Charles, Winsley, Wilts, Farmer. Pet Jan 25. Robertson. **Bath, Feb 7 at 11**

Johns, William Nicholas, Newport, Monmouth, Newspaper Proprietor. Pet Jan 24. Davis. **Newport, Feb 10 at 11**

Kelsall, John Dowell, Winnington, Northwich, Accountant. Pet Jan 25. Speakman, Crewe, Feb 10 at 10.30

Newman, William Henry, Southampton, Solicitor. Pet Jan 24. Daw, jun. **Southampton, Feb 9 at 12**

Prangley, Charles Thomas, Salisbury, Wilts, Agricultural Chemist. Pet Jan 23. Wilson. Salisbury, Feb 9 at 12

Spafford, Edward, Boothby and Aubourne, Lincoln, Farmer. Pet Jan 25. Uppleby. Lincoln, Feb 11 at 11

TUESDAY, Jan. 31, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Marchisio, Mary, Oxford terrace, Hyde park, Lodginghouse Keeper. Pet Jan 26. Hazlitt. Feb 15 at 11

Williams, Alfred Charles, Philbrick terrace, Peckham Rye, Chemist. Pet Jan 27. Pepys. **Feb 15 at 11.30**

To Surrender in the Country.

Purcell, Alfred Stanley, Greenheys, Lancaster, Salesman. Pet Jan 27. Hulton. Salford, Feb 15 at 11

Wilson, Charles, Leeds, Wine Merchant. Pet Jan 25. Marshall. **Leeds, Feb 22 at 11**

BANKRUPTCIES ANNULLED.

FRIDAY, Jan 27, 1882.

Fisher, Arthur, Derby, Jeweller. May 14

TUESDAY, Jan. 31, 1882.

Stalhammar, Baltzar Henry Frithjoff, and Thomas Biscoe Middleton, Kingston upon Hull, Timber Merchants. July 4

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 27, 1882.

Appleby, James, Dragon rd, Peckham, Grocer. Feb 4 at 2 at offices of Ilderton, Jewry st

Armitage, Samuel Charlton, and Francis Sowerby Ruston, Chatteris, Isle of Ely, Cambridge, Agricultural Engineers. Feb 9 at 12 at offices of Ruston, Chatteris, Isle of Ely

Ashby, Samuel Gurney, Southsea, Hampshire, Coffee Dealer. Feb 8 at 2 at 145, Cheapside. Maynard, Brighton

Bailey, Thomas, Bolton, Lancaster, Commercial Traveller. Feb 9 at 3 at office of Taylor, Acresfield, Bolton

Barcham, Samuel, Rothschild rd, Acton Green, Builder. Feb 14 at 3 at offices of Ravenscroft and Co, John st, Redford row

Bates, William George, Gravesend, Kent, Grocer. Feb 9 at 12 at offices of Sharland and Hatten, Court house, King st, Gravesend

Bell, Allison, Houghton le Spring, Durham, Farmer. Feb 10 at 11 at offices of Crow, the younger, West Sunniside, Sunderland

Beresford, Henry, and William Beresford, Macclesfield, Chester out of business. Feb 14 at 3 at the Mitre Hotel, Cathedral Steps, Manchester. Clark, Oldham

Bird, James, Green, Belgrave, Leicester, Boot and Shoe Manufacturer. Feb 10 at 3 at offices of Hollier, Market pl, Leicester

Brears, Thomas, Skelbrooke, York, Farmer. Feb 11 at 3 at New Elephant Hotel, Pontefract. Clark, Snaith

Brooking, Arthur, Sandown, Isle of Wight, Gentleman. Feb 17 at 11 at Bugle Hotel, Newport, Isle of Wight

Brown, Angus Sinclair, Doncaster, York, Chemist. Feb 10 at 11 at Dolphin Hotel, Market pl, Doncaster

Burridge, George, St Leonards on Sea, Tailor. Feb 7 at 3 at offices of Neve, Norman rd, St Leonards on Sea

Carter, Henry, Farsley, Calverly, York, Builder. Feb 9 at 3 at offices of Berry and Co, Charles st, Bradford

Cawley, Sid, and Richard Cawley, Beaconsfield ter, West Kensington Park, Builders. Feb 9 at 2 at the Beaconsfield Hotel, Salisbury ter, West Kensington pk. Marshal, King st West, Hammersmith

Charlesworth, George, Higham Common, Barnsley, York, Miner. Feb 15 at 4 at offices of Rideal, Chronicle chmbrs, Barnsley

Christie, Alexander, Heigham, Norwich, Travelling Draper. Feb 6 at 12 at offices of Bavin, Exchange st, Norwich

Clark, George, Asquiths ter, Hornsey rd, Upper Holloway, Grocer. Feb 8 at 12 at offices of Langham, Bartlett's bldgs, Holborn

Cook, William Davison, South Shields, Joiner. Feb 10 at 12 at offices of Wawn, King st, South Shields

Coombs, Frank, Chippenham, Wilts, Coach Builder. Feb 7 at 11.30 at offices of Bakewell, Chippenham

Coles, William, Woolwich, Kent, Boot Maker. Feb 13 at 3 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Harte, Moorgate st

Cragg, Samuel, Leicester, Cabinet Maker. Feb 16 at 11 at offices of Hincks, Bowling Green st, Leicester

Davis, John Joseph, Boston pl, Dorset sq, Cab Proprietor. Feb 14 at 3 at the Masons' Hall Tavern, Masons' avenue. Fowler and Co, Borough High st, Southwark

Dorey, Henry, and William Polden Dorey, Poole, Coal Merchants. Feb 8 at 1 at the Inns of Court Hotel, Holborn. Travers

Denyer, Alfred, Silchester rd, Notting hill, Oil and Colourman. Feb 15 at 12 at offices of Cronin, Southampton st, Bloomsbury sq

Dredge, James, Prestleigh, Doulting, Somerset, Innkeeper. Feb 8 at 3 at the Bell Inn, Evercreech, Somerset. Balch, Bruton

Eaton, William, Bwichyciban, Llanfechain, Montgomery, Innkeeper. Feb 14 at 12.30 at offices of Pughe, Llanfyllin

Eykyn, Llewellyn, Union st, Southwark, Licensed Victualler, Feb 8 at 2 at offices of Moore and Son, Crosby sq. Stanley, Austin friars

Ferguson, Edward Turner, and James William Turner, Liverpool, Mineral Water Manufacturers. Feb 8 at 3 at offices of Barrell & Co, Lord st, Liverpool

Fletcher, William, Knottingley, York, Innkeeper. Feb 13 at 3 at offices of Foster and Raper, Ropergate, Pontefract

Galliers, Thomas, Plealey, Pontesbury, Salop, Farmer. Feb 8 at 12 at offices of Corser and Son, Swan hill, Shrewsbury

Gaylard, Charles, Air st, Piccadilly, Saddler. Feb 17 at 3 at offices of Lumley and Lumley, Conduit st

Ghilks, John, Pelsall, Stafford, Beer Retailer. Feb 10 at 11 at offices of Loxton, Walsall

Gill, Joseph, Ulverston, Lancaster, Boot Maker. Feb 10 at 3 at Temperance Hall, Ulverston. Salmon and Co, Ulverston

Goddard, James, Southampton, Corn Merchant. Feb 8 at 11.30 at offices of Davis and Bennet, Portland st, Southampton. Hollest and Co, Farnham

Gordon, James, Longton, Stafford, Coach Builder. Feb 6 at 10 at offices of Ashmall, Albion st, Hanley

Griffiths, David, Bridgend, Glamorgan, Licensed Victualler. Feb 10 at 12.30 at offices of Randall, Nolton st, Bridgend

Griffiths, Richard, Kidderminster, Clerk in a Carpet Manufactory. Feb 13 at 3 at offices of Thursfield, Swan st, Kidderminster

Grunbaum, Hermann Otto Albert Emil, Bishospgate st, Without, Surgeon Dentist. Feb 21 at 3 at Bishopsgate st, Without. Brighten and Parker

Haegele, Jacob, City rd, Furrier. Feb 20 at 2 at offices of Routh and Co, Southampton st, Bloomsbury

Hannay, John Henry, Little Hoole, Preston, Pork Butcher. Feb 8 at 11.30 at Scarsbrick Hotel, Lord st, Preston. Lynch and Teebay, Liverpool

Harris, James, Dunmow, Essex, Licensed Victualler. Feb 20 at 1 at offices of Moss, Gracechurch st

Hillier, Alfred, and John Lewis Oldacre, Green st, Bethnal Green, Hatters. Feb 21 at 2 at offices of Edmonds and Co, Cheapside. Hudson and Co

Hodgson, John, Leeds, Picture Dealer. Feb 9 at 2 at offices of Pullan, Albion st, Leeds

Hughes, John, Sedgley, Stafford, Brickyard Manager. Feb 7 at 11 at offices of Whitehouse, Tipton

Hunnex, Frederick, Old Kent rd, Basket Manufacturer. Feb 15 at 2 at Masons' Hall Tavern, Mason's avenue. Fowler and Co, Borough High st, Southwark

Jackson, Frederick, Great Parndon, Essex, Wheelwright. Feb 8 at 3 at George Hotel, Harlow. Gough, Waltham Abbey

Jones, John Henry, Cardiff, Auctioneer. Feb 9 at 12 at offices of Jones, Queen st, Cardiff. Williams, Pontypridd

Joseph, Isaac, Sunderland, Durham, Tailor. Feb 7 at 11 at offices of Fairclough, Foyle st, Sunderland

Kay, Thomas, Sheffield, Auctioneer. Feb 8 at 3 at offices of Pierson, Queen st, Sheffield

Kemp, Robert William, Portsmouth, Potato Merchant. Feb 10 at 3 at offices of Gardner, Commercial st, Landport

King, Herbert Brownlow Ashby, Belgrave, Leicester, Baker. Feb 13 at 3 at offices of Hincks, Bowling Green st

Knapp, John, Bridge st, New Swindon, Builder. Feb 6 at 3 at office of Boodle, Albion bldgs, New Swindon

Langworthy, Rev William Henry, Bexford, Suffolk, Schoolmaster. Feb 9 at 11 at 83, Gresham st. Block and Wollaston, Ipswich

Lawton, Edwin, Florence, nr Longton, Stafford, Cask Maker. Feb 10 at 11 at offices of Clarke and Hawley, Church st, Longton

Learman, Charles, Sheriff Hutton, York, Boot Maker. Feb 8 at 1 at office of Wilkinson, St Helen's sq, York

Legg, George Thornton, Baker's row, Whitechapel, Eating-house Keeper. Feb 6 at 2 at offices of Haynes, Martin's lane, Cannon st

Letts, Samuel Allen, Arthur rd, Brixton, Bank Manager. Feb 21 at 3 at offices of Foreman and Co, Gresham st. Cannon, Wool Exchange, Coleman st

Lillyman, Absalom, Moor lane, Leather Dealer, Feb 9 at 11 at offices of Chalk, Finsbury circus

Lovett, Charles, Liverpool, Pork Butcher. Feb 9 at 12 at offices of Carruthers, Lord st Liverpool

Mackness, William, Tottenham ct rd, Grocer. Feb 13 at 2 at 145, Cheapside. Crouch and Co, Basinghall st

Mansfield, Henry, Gorton, Lancaster, Baker. Feb 22 at 3 at Ship Inn, Blue Boar ct

Manners, Thomas, Ilkeston, Derby, Joiner. Feb 15 at 3 at Sir John Warren Hotel, Market pl, Ilkeston. Nadin, Manchester

Marflitt, Thomas Barker, Scarborough, Draper. Feb 11 at 12 at Merchants' Hotel, Manchester. Appleyard, Scarborough

Margetts, Frederick William, Hallow, Worcester, Commission Agent. Feb 8 at 11 at offices of Tree and Son, High st, Worcester

Meldrum, James, Market pl, Kendal, Nurseryman. Feb 9 at 12 at Shelly Arms Hotel, Preston. Watson, Kendal

Mitchell, Henry, Lyncombe, Bath, Innkeeper. Feb 11 at 11 at offices of Bartrum and Bartlett, Northumberland bldgs, Bath

Moffatt, Alexander Charles, College st, Consulting Engineer. Feb 14 at 2 at offices of Foster, Gracechurch st

Nelmes, Robert Fitzhardinge, Bristol, Gloucester, Traveller. Feb 11 at 11 at offices of Anstey, John st, Bristol

Newland, George William, Buntingford, Hertford, Grocer. Feb 9 at 3 at George and Dragon Hotel, High st, Buntingford. Nash, Royston, Herts

Nicholson, Robert, Gt Driffield, York, Fellmonger. Jan 10 at 2.30 at Exchange st, Gt Driffield. Dunn, Gt Driffield

Parker, Samuel Alfred, Aston-juxta-Birmingham, Warwick, Dairyman. Feb 10 at 11 at offices of Morgan, Waterloo st, Birmingham

Parker, Samuel, Stannington Vicarage, Bradfield, Ecclesfield, York, Clerk in Holy Orders. Feb 10 at 4 at offices of Binney and Co, Queen st chmbrs, Sheffield

Parkin, William Henry, Ravensthorpe, York, Contractor. Feb 14 at 10.30 at offices of Ridway and Ridgway, Union st, Dewsbury

Pearson, Tom, Bradford, York, Overlooker. Feb 3 at 10 at Odd Fellows Hall, Thornton rd, Bradford

Penney, Edward James, Blue Town, Sheerness, Kent, Greengrocer. Feb 7 at 12.30 at offices of Copland, Edward st, Sheerness, Kent

Perkins, William Samuel, Belgrave, Leicester, Tailor and Outfitter. Feb 16 at 3 at offices of Hincks, Bowling green st, Leicester

Preston, John James, William Walwin Preston, and Ebenezer Samuel Preston, Leicester, Boot and Shoe Manufacturers. Feb 6 at 2 at New st, Leicester. Stevenson and Son, Leicester

Redfern, Thomas Wood, Hulme, nr Manchester, Cabinet Maker. Feb 16 at 3 at Mitre Hotel, Cathedral gates, Manchester. Walker, Manchester

Roberts, Henry, New Southgate, Zincworker. Feb 9 at 3 at offices of Robinson and Leslie, Coleman st. Andrews, Fenchurch st

Robson, Matthew, South Shields, Durham, Flock and Mast Maker. Feb 15 at 3 at office of Scott, King st, South Shields

Round, Elijah. Hanley, Stafford, Fishmonger. Feb 7 at 11 at offices of Stevenson, Cheapside, Hanley

Slater, Francis, Lawton rd, Mile End, Fur Skin Dresser. Feb 4 at 10.30 at Bromley st. Commercial rd East, Stepney

Smith, John, High st, Marylebone, Licensed Victualler. Feb 10 at 12 at office of Langham, Bartlett's bldgs, Holborn Circus

Smith, Matthew, Hexham, Northumberland, Draper. Feb 13 at 1 at offices of Winter, Market pl, Newcastle-upon-Tyne. Lockhart, Hexham

Smith, Samuel William, North Thoresby, Lincoln, Innkeeper. Feb 10 at 2.45 at offices of Mason, Victoria st South, Gt Grimsby

Spurling, George, Brundith, Suffolk, Carpenter. Feb 11 at 2 at Crown Hotel, Framlingham. Alston, Framlingham.

Stiles, William, Nottingham, Plasterer. Feb 21 at 3 at offices of Stroud, Low Pavement, Nottingham

Storey, Henry Winship, Gosforth, Northumberland, Carver. Feb 8 at 11 at offices of Dickinson, Royal arcade, Newcastle-upon-Tyne

Sykes, William Henry, Micklegate, York, Fishmonger. Feb 13 at 11 at office of Young, Low Ousegate, York

Thomas, Thomas, Highbridge, Somerset, Shoemaker. Feb 9 at 3 at George and Railway Hotel, Victoria st. Wade, Burnham

Tatton, Daniel, Leek Lowe, Stafford, Bootmaker. Feb 9 at 11 at 1, Church lane, Leek. Bishton, Leek

Tennick, Henry, Middleton-one-row, Durham, Innkeeper. Feb 8 at 11 at office of Wooler, Priestgate, Darlington

Tippen, John, Upper Uxbridge st, Notting Hill, Gas Engineer. Feb 10 at 10 at office of Brown, Talbot rd, Bayswater. Tilsley, Abchurch yd

Todd, Mary, Bradford, Innkeeper. Feb 10 at 11 at offices of Mossman and Haley, Bradford

Tomlinson, James Henry, Birstal, York, Grocer. Feb 11 at 10.30 at office of Truswell, Bank chbrs, Batley. Parker

Vince, Joseph Mann, and Isaac Mann Vince, Great Yarmouth, Fish Merchants. Feb 13 at 12 at office of Wiltshire, South Quay, Gt Yarmouth

Wade, Thomas, Coventry, Licensed Victualler. Feb 10 at 2 at offices of Neale and Addison, Hay lane, Coventry

Walker, Benjamin, Barrow in Furness, Music Hall Manager. Feb 7 at 11 at Trevelyan Temperance Hotel, Barrow in Furness. Sims

Walbourne, Isaac, Bristol, Tailor. Feb 9 at 12 at office of Hudson, Exchange, Bristol. Beckingham, Broad st, Bristol

White, Ralph, Upper James st, Camden Town, Builder. Feb 16 at 3 at the Guildhall Tavern, Gresham st. Nichols and Co, Gresham st

Whitley, Samuel, Rastrick, Halifax, Woollen Manufacturer. Feb 10 at 3 at the Griffin Hotel, George st, Halifax. Garsed, Halifax

Wilkinson, John Chissell Cuthbert, Anerley, Surrey, Wholesale and Retail Grocer. Feb 16 at 3 at offices of Waller and Co, Pinners' Hall, Old Broad st

Woodman, Ezra, Old Ind, Minety, Licensed Victualler. Feb 6 at 10 at office of Boodle, Albion bldgs, New Swindon, Wilts

Wressel, William, Drax, York, Farmer. Feb 3 at 3 at Londesboro' Hotel, Selby. Green, Howden

TUESDAY, Jan. 31, 1882.

Anderson, Andrew, jun, Liverpool, Tobacconist. Feb 10 at 2.30 at offices of Lumb Dale st, Liverpool

Ball, George Yeatherd, Gower st, Manager to a Foreign Importer. Feb 14 at 12 at offices of Plunkett and Leader, St Paul's ch yd

Bell, Emma, Derby, Grocer. Feb 15 at 3 at offices of Leech and Co, St James's st, Derby

Bentley, Thomas, Halifax, York, Builder. Feb 14 at 3 at offices of Boocock, Silver st, Halifax

Britton, William Henry, Westgate-on-Sea, Kent, Plumber. Feb 11 at 2 at offices of Hills, Grosvenor ter, Margate

Bloom, Israel, Swansea, Picture Frame Manufacturer. Feb 14 at 3 at offices of Thomas, Fisher st, Swansea

Brookes, James, Wellington, Salop, Surgeon. Feb 10 at 11 at Bull's Head Hotel, Wellington. Carrane, Wellington

Burrow, Edward, Lower Stratton, Wilts, out of business. Feb 11 at 10 at offices of Foreman, Cricklade st, Swindon

Butt, Thomas, Cinderford, Gloucester, Publican. Feb 13 at 4 at offices of Jackson George st, Gloucester

Butler, George Bradley, Whittlesey, Cambridge, Carpenter. Feb 10 at 12 at offices of Gaches, Cathedral Gates, Peterborough

Garrard, George, Gracechurch st, Wine Shipper. Feb 21 at 11 at Inns of Court Hotel, High Holborn

Cooker, Thomas Fildes, Oughtibridge, York, Manager of Steel and Iron Works. Feb 10 at 3.30 at offices of Broomhead and Co, Bank chmbrs, George st, Sheffield

Crisp, William, Cheltenham, Gloucester, Tailor. Feb 10 at 3 at offices of Stroud and Ryland, Clarence parade, Cheltenham

Cummins, Henry, Southampton, Boot Upper Manufacturer. Feb 11 at 11 at offices of Guy, Albion terrace, Southampton
Cutforth, Asblin, jun, Burgh-le-Marsh, Lincoln, Farmer. Feb 16 at 3 at offices of Hammond, Spilsby
Davis, James Hollock, Coleman st, Licensed Victualler. Feb 21 at 11 at offices of Roberts, Coleman st
Davis, Stephen, Smethwick, Stafford, out of business. Feb 10 at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham
Day, George, Hinton terrace, Camberwell, Surrey, Agent. Feb 11 at 3 at the Castle Tavern, Portugal st, Lincoln's inn
Dolley, George, Nottingham, Commercial Traveller. Feb 13 at 3 at offices of Cockayne Fletcher gate, Nottingham
Elliott, Charles William, Westmill, Hert ord, Farmer. Feb 18 at 2 at the Red Lion Hotel, Cambridge. Nash, Royston
Evans, William Ivor, Ferndale, nr Pontypridd, Outfitter. Feb 9 at 12 at office of Rosser, High st, Pontypridd
Fleetwood, William, Moore, Chester, Farmer. Feb 21 at 3 at offices of Moore and Sons, Upper Bank st, Warrington
Godden, Edward Thomas, Kingston on Thames, Surrey, Auctioneer. Feb 15 at 12 at offices of Robinson, Philpot lane
Gray, George, Margate, Kent, House Furnisher. Feb 20 at 3 at 4, Cecil sq, Margate. Gibson, Margate
Griffin, George Edward, the Crescent, Clapham Common, Clapham, out of business. Feb 13 at 2 at offices of Berry and Co, Chancery lane
Golding, Susan, and Nathaniel Brown Human, Isleham, Cambridge, Butchers. Feb 14 at 11.30 at the Rutland Arms Hotel, Newmarket. Read, Mildenhall
Gumbley, James, Birmingham, Lamp Manufacturer. Feb 11 at 11 at 1, Newhall st, Birmingham. Robinson and Son, Birmingham
Haigh, Edward, Harrogate, York, Chemical Manure Merchant. Feb 14 at 3 at offices of Bointon, Old Bank chmbrs, Leeds
Haigh, William, Huddersfield, Cotton Waste Dealer. Feb 10 at 3 at offices of Welsh Victoria chmbrs, Queen st, Huddersfield
Hamshaw, Sydney Edward, Oxford. Feb 13 at 11 at offices of Mallam, High st, Oxford
Harrison, Thomas, Manchester, Lancaster, Cabinet Maker. Feb 17 at 3 at offices of Jones, Princes st, Manchester. Knott. Manchester
Hatfield, Arthur, Stone, Stafford, Boot and Shoe Manufacturer. Feb 10 at 11 at offices of Kent, Chancery lane, Longton
Hilton, John, Pemberton, Lancaster, Shopkeeper. Feb 14 at 3 at offices of Wood, Victoria bldgs, King st, Wigan
Hinchliffe, George, Huddersfield, Woollen Cloth Manufacturer. Feb 9 at 3 at offices of Schofield, Huddersfield. Booth, Huddersfield
Hinkley, William John, Lynsted, Kent, Builder. Feb 16 at 11 at offices of Gibson, Sittingbourne, Kent
Holford, Henry John, Acton, Middlesex, Coach Builder. Feb 15 at 1 at offices of Brown, Lincoln's-inn-fields
Holmes, William, Knaresborough, York, Hay and Straw Dealer. Feb 11 at 11 at offices of Bateson and Hutchinson, Harrogate
Howarth, John Colinge, Newton Heath, Lancaster, Cotton Manufacturer. Feb 16 at 3 at offices of Parker and Stocks, Norfolk st, Manchester
Hughes, John, and Robert Watterson, Liverpool, Glass Stainers. Feb 13 at 3 at offices of Quinn, South John st, Liverpool
Hutchinson, John, Southwick, Durham, Boot Maker. Feb 13 at 12 at offices of Graham and Shepherd, John st, Sunderland
Hukton, Frederick Rowland, Birmingham, Butcher. Feb 13 at 12 at offices of Higgs Bennett's hill, Birmingham
Jackson, Henry, Brierley hill, Stafford, Licensed Victualler. Feb 13 at 11 at offices of Shakespeare, Church st, Oldbury
Kingsland, John, Cornwall rd, Westbourne park, Ball Dress Manufacturer. Feb 21 at 3 at the Inns of Court Hotel, High Holborn. Tilsley, Abchurch yard, Cannon st
Kirby, Thomas, Aston-juxta-Birmingham, Baker. Feb 13 at 11 at offices of Huggins and Mallard, Newhall chmbrs, Newhall st, Birmingham
Lamb, William, Gateshead, Durham, Shipbuilder. Feb 23 at 11 at the Royal Turk's Head Hotel, Grey st, Newcastle-upon-Tyne
Lavers, George, Newton Abbot, Devon, Tailor. Feb 13 at 11 at offices of Andrew, Bedford circus, Exeter. Creed, Newton Abbot
Lewis, Robert, Dyer's bldgs, Holborn, Electro Plate Factor. Feb 16 at 2 at offices of Montagu, Bucklersbury
Linton, Robert, Warburton Mills, Heatley, Chester, Miller. Feb 22 at 3 at offices of Moore and Son, Upper Bank st, Warrington
Lovell, Edward, St Michael's rd, Wood Green, Builder. Feb 13 at 2 at offices of Alsop and Co, Gt Marlborough st, Regent st
Maclean, Robert, Beverley, York, Draper. Feb 13 at 2 at the Paragon Hotel, Kingston-upon-Hull. White, Great Driffield
Middlebrook, Tom, Leeds, Woollen Manufacturer. Feb 13 at 3 at the Law Institution, Albion pl, Leeds. Scatcherd and Hopkins, Leeds
Milburn, Robert Alexander, Sunderland, Grocer. Feb 14 at 3 at offices of Trewhitt and Robson, Fawcett st, Sunderland
Mold, Edward George, Rugby, Baker. Feb 10 at 2.30 at offices of Hughes and Masser, Little Park st, Coventry
Muggeridge, Matthew, Warnham, Sussex, Farmer. Feb 15 at 12 at offices of Medwin and Co, London rd, Horsham
Newcombe, Robert, Henley-in-Arden, Warwick, Clock Maker. Feb 14 at 3 at offices of O'Connor, Bennett's hill, Birmingham
Nettleton, William Henry, Halifax, Coal Merchant. Feb 14 at 11 at offices of Boocock, Halifax
Osborne, Frederick Norwood, Hawkinge, nr Folkestone, Farmer. Feb 13 at 2 at the Rose Hotel, Folkestone. Carder, Dover
Play, Jabez, Brighton, Pork Butcher. Feb 14 at 2 at offices of Fenner and Hilton, Ship st, Brighton
Pritchett, Thomas, Newington, Oxford, Farmer. Feb 17 at 12 at offices of Jones Watlington, Oxford
Ramshay, George, Brampton, Cumberland, Soilcitor. Feb 20 at 3 at Scotch Arms Inn, Brampton. Forster
Reynolds, Mark, Bale st, Stepney, Beerhouse Keeper. Feb 15 at 2 at offices of Foster, Queen st pl, Cannon st
Richards, Susanna Berrington, Abergavenny, Monmouth, Ironmonger. Feb 16 at 11 at offices of Sayce, Lion st, Abergavenny
Richardson, Mary Ann, Midville, Lincoln, Farmer. Feb 13 at 11 at office of Rice and Co, Main Ridge, Boston
Ridge, Charles Albert, Exeter, Law Clerk. Feb 13 at 11 at offices of Southcott, Post Office st, Bedford circus, Exeter. Tozer, Exeter
Roleston, Francis Joseph Southwood, Bristol, Boot and Shoe Manufacturer. Feb 13 at 2 at office of Sibly, Exchange West
Rook, Samuel, Idsworth, Hants, Licensed Victualler. Feb 13 at 2 at Fountain Inn, the Green, Rowland's Castle, Idesworth. Feltham, Portsea
Rowlands, James Hughes, Ystalyfera, Glamorgan, Stationer. Feb 7 at 11.30 at offices of Leyson, Fisher st, Swansea
Rowling, Samuel Arthur, Eye, Suffolk, Feb 11 at 1 at office of Lawton, Eye. Gudgeon, Stowmarket
Sallmann, Robert Adolphe, Liverpool rd, Islington, Ornamental Confectioner. Feb 8 at 3 at office of Norris, Southampton bldgs, Chancery lane
Salter, George, North Moreton, Berks, Baker. Feb 14 at 3 at office of Slade, St Mary's st, Wallingford
Schneider, Theodor, Leadenhall st, Commission Merchant. Feb 20 at 3 at offices of Cooper and Co, George st, Mansion House. Hollams and Co, Mincing lane
Shackell, Joseph, Goswell rd, Watchmaker. Feb 10 at 3 at Mason's Hall Tavern, Mason's avenue, Basinghall st. Ricketts, King's Cross rd
Sharp, Joseph, Huddersfield, Tailor. Feb 16 at 11 at offices of Bottomley, New st, Huddersfield
Shaw, John Wesley, Halifax, Coal Merchant. Feb 13 at 11 at offices of Rhodes, Horton st, Halifax
Smalley, Walter, Heaton Norris, Lancaster, Painter. Feb 20 at 3 at office of Gardner, Cooper st, Manchester
Stembridge, Samuel, Leicester sq, Sauce Manufacturer. Feb 17 at 11 at 83, Gresham st. Carter, Old Jewry chbrs
Tank, Edward Thomas Daniel, Stratton, Cornwall, Hotel Keeper. Feb 11 at 2.30 at Ocean Mail Hotel, Millbay. Tapley, Torrington
Thwaites, Peter, North row, Covent Garden, Fruit Salesman. Feb 14 at 2 at offices of Lindsey, Queen Victoria st
Underhill, William, Oldbury, Worcester, Maltster. Feb 11 at 11 at offices of Forrest, Church st, Oldbury
Upton, George James, Cherry Orchard rd, Croydon, Pork Butcher. Feb 13 at 3 at offices of Young, North End, Croydon
Virgin, Charles, Bramber, Sussex, out of business. Feb 15 at 3 at offices of Buckwell, New rd, Brighton
Walley, Thomas, Blackburn, Cotton Manufacturer. Feb 16 at 2 at Imperial Hotel, Cornwallis st, Barrow-in-Furness. Thompson, Barrow-in-Furness
Webster, Henry, Birmingham, out of business. Feb 10 at 3 at offices of Fallows, Cherry st, Birmingham
West, William Edward, Bedford hill rd, Balham, Ironmonger. Feb 13 at 3 at offices of Beard and Son, Basinghall st
Williams, Walter, Ferryside, Confectioner. Feb 13 at 10.30 at offices of Morris, Red st, Carmarthen
Wilson, Zachariah George, Norton, East Riding, Joiner. Feb 15 at 11 at George Hotel, New Malton
Woodhead, Thomas, Gt Grimsby, Provision Dealer. Feb 13 at 3 at offices of Martinson, Kingston-upon-Hull
Wootton, William, Shefford, Bedford, Plumber. Feb 13 at 12.30 at Inns of Court Hotel, Holborn. Conquest and Clare, Bedford
Wright, William, Sittingbourne, Kent, Baker. Feb 7 at 10.30 at offices of Gibson, Sittingbourne
Young, Charles, Andoversford, nr Cheltenham, Coal Merchant. Feb 14 at 12 at offices of Clark, Regent st, Cheltenham
Yoxall, Edward, Hanley, Oil Merchant. Feb 13 at 11 at Copeland Arms Hotel, Stoke-upon-Trent. Julian, Burslem

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NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

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